

**DATE**

May 8, 2018

**PROPOSAL**

54-SM-02-11803655

**REQUEST FOR PROPOSAL**

State Route Shoulder and Median Mowing  
Including Vegetation Trimming and Litter/Debris Removal  
NCDOT Highway Division 2  
Greene and Pitt Counties



**CONTRACTING AGENCY**

State of North Carolina  
Department of Transportation  
Raleigh, North Carolina

**PRE-QUALIFICATION MANDATORY**

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**PROPOSAL**

FOR THE CONSTRUCTION OF

**BID NO. 54-SM-02-11803655 IN DIVISION 2 – GREENE AND PITT COUNTIES, NORTH CAROLINA**

May 8, 2018

DEPARTMENT OF TRANSPORTATION,

RALEIGH, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as BID NO **54-SM-02-11803655**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway BID NO. **54-SM-02-11803655** for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer or Division Engineer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

## PROJECT SPECIAL PROVISIONS

### DEFINITIONS OF TERMS

#### *GENERAL*

Whenever the terms defined in this section are used in the contract, in any of the contract documents, or in the plans, the intended meaning of such terms shall be as defined in this section.

#### *ABBREVIATIONS*

MUTCD _____	2009 <i>Manual on Uniform Traffic Control Devices</i> (Revisions 1 and 2)
N.C.G.S. _____	North Carolina General Statute
NCDOT _____	North Carolina Department of Transportation
POC _____	Purchase Order Contract
RFP _____	Request for Proposal
RSD _____	2018 <i>Roadway Standard Drawings</i>
SSRS _____	2018 <i>Standard Specifications for Roads and Structures</i>
TCD _____	Traffic Control Devices
TMIA _____	Truck Mounted Impact Attenuator
U.S.C _____	United States Code

### STANDARD SPECIFICATIONS

Unless otherwise stated, all work and materials shall be in accordance with the provisions of this contract, the SSRS, the RSD, and the MUTCD.

The Contractor shall keep fully informed of all Federal, State, and local laws, ordinances, and regulations; and shall comply with the provisions of Section 107 of the SSRS.

### MANDATORY PRE-BID

**Please be advised that any references in the RFP to pre-bid language will not apply as a pre-bid will not be held for this contract. If bidders have questions they will be addressed in an addendum.**

### BID QUESTIONS

Purpose: Upon review of the bid documents, bidders may have questions to clarify or interpret the bid in order to submit the best bid possible. To accommodate the Bid Questions process, bidders shall submit any such questions by **Thursday, May 10, 2018 at 10:00 AM**. A response to bidder questions will be posted by 2:00 PM on Friday, May 11, 2018.

Instructions: Written questions shall be emailed to Sharon McCalop [stmccalop@ncdot.gov](mailto:stmccalop@ncdot.gov) by the date and time specified above. Bidders will enter "54-SM-02-11803655 – Questions" as the subject for the email. Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Bidders shall be entitled to rely only on written material contained in an Addendum to this RFP.

**PRE-QUALIFICATION**

Any firm that wishes to perform work on this POC as either the prime contractor or as a subcontractor must be pre-qualified for the type work they wish to perform (including but not necessarily limited to NCDOT Work Code “016607 Mowing”). The Contractor performing the Work Zone Traffic Control (either as the prime contractor or as a subcontractor) will be required to be prequalified for the NCDOT Work Code “001105 Work Zone Traffic Control Devices”.

Firms that wish to bid on these projects as the prime contractor must be pre-qualified as either a “Bidder” or “Purchase Order Contract (POC) Prime Contractor” prior to submitting the bid. Firms that wish to perform as a subcontractor to the prime contractor must be pre-qualified prior to beginning work on the project. Information regarding the requirements to become pre-qualified as a Bidder or POC Contractor, including the application to become pre-qualified, can be found at the following website: <https://connect.ncdot.gov/business/Prequal/Pages/>.

If unsure as to whether a firm is currently pre-qualified by NCDOT through Contractual Services Management, search the Directory of Transportation Firms at the following website: <https://www.ebs.nc.gov/VendorDirectory/>. Bids received from firms that are not pre-qualified as a Bidder or POC Prime Contractor through NCDOT Contractual Services Management will not be opened.

Bidders must renew their pre-qualification or re-qualify each year. It is the bidder’s responsibility to ensure that their existing pre-qualification status does not lapse prior to bid opening (or beginning work as a subcontractor). **Advance notification of pending renewal dates is not guaranteed.**

**Note: The Contractor performing Work Zone Traffic Control shall have a minimum of one (1) NCDOT Certified Work Zone Supervisor. In order to become a Certified Work Zone Supervisor see information found at: <https://connect.ncdot.gov/projects/WZTC/Pages/Training.aspx>. At no time during the contract is the Contractor to be without a NCDOT Certified Work Zone Supervisor.**

**PRE-QUALIFYING TO BID**

In order to qualify to bid on this contract, all prospective bidders must attend the mandatory pre-bid conference at the location shown in the Project Special Provisions. This conference will be conducted by Department personnel for the purpose of providing additional information about the project and to allow bidders an opportunity to ask any questions. Only bids received from bidders who have attended and registered at the pre-bid conference and who have met all other prequalification requirements will be prequalified to bid on this project. No questions concerning the project will be answered by any Department personnel at any time except at the pre-bid conference.

Attendance at the pre-bid conference will not meet the requirements of registration unless the individual attending has registered at the conference in accordance with the following:

- The individual signs their name on the official roster
- The individual writes in the name of the company they represent
- Only one company is shown as being represented by the individual attending
- The individual attending is an officer or permanent employee of the company they are representing.

Any changes made to the contract during the pre-bid conference will be documented and included in an addendum to be posted on the Interactive Purchasing System (IPS) <https://www.ips.state.nc.us/ips/>. The entire addendum should be returned with the bid package, signed and dated. Failure to return the executed signature pages(s) of the addendum may result in disqualification of bid.

**TERM OF THE CONTRACT**

**A contract awarded pursuant to this RFP shall have an effective date of May 26, 2018 or upon receipt of a purchase order, whichever is earlier.**

No work will be permitted and no purchase order will be issued until all required bonds (if applicable) and prerequisite conditions and certifications have been satisfied.

The completion date shall be February 28, 2019. At its discretion, NCDOT may offer extension of the contract for an additional term up to a maximum of five (5) total terms (original term and four (4) renewals). **The renewal term shall be from March 1<sup>st</sup> through February 28<sup>th</sup> of subsequent years.**

The Engineer will notify the Contractor in writing by September 1 of each available term if the contract may be extended or not extended. The Engineer must receive a signed response from the Contractor within two calendar weeks of the date of the offer letter. Failure by the Contractor to reply may be received as a rejection of contract extension.

For each contract renewal, each unit bid will be adjusted by the Bureau of Labor Statistics' Consumer Price Index, using the unadjusted percent change from July (previous term) to July (current term) for the "Services" category of the "Urban Wage Earners and Clerical Workers" table. This data can be found at <http://www.bls.gov/cpi/tables.htm>. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented, notwithstanding necessary adjustments to cycles and mileage quantities as permitted by the terms of the contract.

### **PERFORMANCE GUARANTEE**

Upon award of contract, the Contractor is required to choose one of the following Performance Guarantee Options by indicating his/her selection on the form provided with the award letter.

#### Option 1:

**Performance and Payment Bonds:** A Performance Bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina. The bond will remain in force for the duration of the contract, including extension(s).

In addition, a Payment Bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable. Such bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable. The bond will remain in force for the duration of the contract, including extension(s).

The Performance Bond and the Payment Bond shall be executed by one or more Surety Companies legally authorized to do business in the State of North Carolina and shall become effective upon awarding of the contract. The required bonds, 100% Performance Bond and 100% Payment Bond, shall be submitted to the Department's Purchasing Section within fourteen (14) days after notice of award. If not received, the Department reserves the right to cancel the award and consider other bids.

#### Option 2:

**Retainage Fee:** For the initial term and any extensions, the NCDOT shall retain six percent (6%) from the amount of each invoice as a performance guarantee. This amount will be refunded without interest pending the project site review by NCDOT at the end of each term. In the event of default, this amount may be used by NCDOT to obtain services from another source.

### **DESCRIPTION OF THE WORK**

Work includes mowing/trimming of vegetation, and litter/debris removal along State Highway System routes within Greene and Pitt Counties. The furnishing of all equipment, tools, materials, transportation, and labor shall be incidental to completion of the work.

### **TYPICAL SECTION**

The terms "Swath" and "Ditch" are used to indicate standard mowing patterns for **routine** mowing cycles. Typically, Swath contracts require the mowing of an additional swath beyond the ditch line or shoulder point on each routine cycle; whereas Ditch contracts only require mowing to the ditch line or shoulder point on each routine cycle. The Appendix

contains drawings of typical sections for both Ditch and Swath contracts. A Contract awarded pursuant to this RFP will use the Ditch typical section for routine mowing cycles on all routes.

**Note: For this proposal, cleanup mowing cycles exclude the area established for routine mowing, but shall extend beyond these limits, to the established tree/wood line or right-of-way, or as directed by the Engineer.**

Please see the Appendix for both routine and cleanup mowing patterns.

#### **SYSTEMS TO BE MOWN, TRIMMED, AND LITTER REMOVED**

The Road Miles for each system along with the cycles are shown in the following table. The product thereof in Shoulder Miles will be reflected on the Contract Bid Form. The number of anticipated mowing, trimming, and litter/debris removal cycles is an estimate only, and may be increased or decreased by the Engineer due to budget or weather conditions. On routes where herbicidal treatments are used, the number of cycles may be less than the number of cycles required for the entire system.

System	Road Miles	Number of Cycles				
		<i>Routine</i>	<i>Cleanup</i>	<i>Trimming</i>	<i>Litter*</i>	<i>Long-arm</i>
Interstate						
Primary Divided	<b>72</b>	<b>5</b>	<b>2</b>	<b>3</b>	<b>7</b>	
Primary Undivided	<b>251</b>	<b>5</b>	<b>2</b>	<b>3</b>	<b>7</b>	
Secondary Divided	<b>1</b>	<b>5</b>	<b>2</b>	<b>3</b>		
Secondary Paved	<b>1067</b>	<b>5</b>	<b>2</b>	<b>3</b>		
Secondary Unpaved	<b>56</b>	<b>5</b>	<b>2</b>			

\*See litter chart for routes and cycles.

#### **ROUTINE/CLEANUP MOWING**

##### ***MOWING HEIGHT***

Vegetation shall be cut to a height of four (4) inches.

##### ***REQUIRED MOWING EQUIPMENT***

The Contractor shall employ at minimum (quantity) the following functional equipment each cycle in the performance of mowing for this contract:

- **60" – 90" Mowers: ----- 10**
- **10' – 15' Flex Wing Mowers: -----No minimum specified**

If no minimum equipment is specified above, the Contractor is expected to use judgment in gauging the amount of equipment needed to fulfill the contract. Other equipment may be necessary. Such equipment may include, but is not limited to: TMIA's, sign trucks, narrow-deck or zero-turn mowers, trailers, mechanic trucks, handheld trimmers, fuel trucks, and supervisor vehicles.



If the Contractor demonstrates that the work can be performed on schedule with fewer tractors, the quantity may be reduced with prior approval of the Engineer.

Despite there being no prescribed long-arm work, the use of a long-arm mower will be necessary in order to complete each cleanup cycle. Any such use of a long-arm mower will be incidental to cleanup mowing. The Contractor is expected to be familiar with these routes, and bid accordingly.

The Contractor will be required to have a minimum of one (1) 4WD tractor available at the direction of the Engineer.

Areas that are not accessible by tractors shall be mown by other means including, but not limited to long-arm mowers. This includes, but is not limited to, areas behind or between guardrails, back slopes, and/or ditches.

The Contractor must have sufficient equipment to maintain all areas within the right-of-way or mowing pattern. Equipment limitation will not be an acceptable reason for leaving areas uncut unless approval is given by the Engineer.

#### ***MOWING EQUIPMENT RESTRICTIONS***

The Contractor is prohibited from using full width batwing mowers on two lane two way roads. These limitations (if any) shall supersede any conflicting provision set forth in the Equipment section of the Standard Special Provisions.

#### ***LIQUIDATED DAMAGES***

The Contractor shall incur Liquidated Damages in the amount of **One Hundred Dollars (\$100.00)** per day, per mailbox shall be made when repairs, including supports, are not completed with twenty-four (24) hours of notification by the Department unless a delay in repairs has been approved by the Engineer. All repairs shall be equal to or better than the damaged mailbox and/or support.

#### ***INTERMEDIATE COMPLETION TIMES***

**NOTE: Cycle 1 of the following Intermediate Completion Times (ICTs) for routine mowing will have been completed for the first year of this proposal. If renewed, cycle 1 shall be completed as outlined below.**

These Intermediate Completion Times (ICTs) include routine mowing on the following designated primary routes in both counties, plus any additional mowing as directed by the Engineer in the respective cycle. Contractor shall begin work within five (5) working days of the Date of Availability. Refer to the following table for ICT dates. The Start Date for Cycle 1 in each year may be adjusted by the Engineer. If such a change is made, the Start Date and Finish Date of cycles 2-5 within that term will be adjusted forward or backward by the same number of days. If this contract is renewed, ICTs will apply to their respective renewal years.

Routes: US 264 from Wilson County to Beaufort County  
US 11 from Lenoir County to Edgecombe County

<b>Cycle</b>	<b>Date of Availability</b>	<b>Type of Cut</b>	<b>Date of Completion</b>
1	May 14, 2018	Routine	10 Calendar days from Date of Availability
2	June 20, 2018	Routine	10 Calendar days from Date of Availability
3	July 7, 2018	Routine	August 17, 2018
4	August 20, 2018	Routine	10 Calendar days from Date of Availability
5	November 9, 2018	Routine	10 Calendar days from Date of Availability

All litter/debris removal and scheduled vegetation trimming on the above routes must be performed during the time frame of a maximum of five (5) days prior to mowing to a maximum of two (2) days after mowing.

These Intermediate Completion Times (ICTs) for routine mowing on the remaining routes in both counties, plus any additional mowing as directed by the Engineer in the respective cycle. Contractor shall begin work within five (5) working days of the Date of Availability. Refer to the following table for ICT dates. The Start Date for Cycle 1 in each

year may be adjusted by the Engineer. If such a change is made, the Start Date and Finish Date of cycles 2-5 within that term will be adjusted forward or backward by the same number of days. If this contract is renewed, ICTs will apply to their respective renewal years.

Cycle	Date of Availability	Type of Cut	Date of Completion
1	April 16, 2018	Routine	May 25, 2018
2	May 26, 2018	Routine	July 6, 2018
3	July 7, 2018	Routine	August 17, 2018
4	August 18, 2018	Routine	September 28, 2018
5	September 29, 2018	Routine	November 20, 2018

**NOTE: Cleanup mowing as specified in this proposal is mowing beyond the routine mowing pattern, not including the routine mowing pattern.**

These Intermediate Completion Times (ICTs) include cleanup mowing beyond the routine mowing pattern only on routes in both counties, plus any additional mowing as directed by the Engineer in the respective cycle.

Cleanup Cycle 1 includes only two (2) lane primary and secondary routes in both counties. Cleanup Cycle 2 includes all routes in both counties.

Contractor shall begin work within five (5) working days of the Date of Availability. Refer to the following table for ICT dates. The Start Date for Cycle 1 in each year may be adjusted by the Engineer. If such a change is made, the Start Date and Finish Date of cycle 2 within that term will be adjusted forward or backward by the same number of days. If this contract is renewed, ICTs will apply to their respective renewal years.

Cycle	Date of Availability	Type of Cut	Date of Completion
1	May 26, 2018	Clean up	August 17, 2018
2	November 1, 2018	Clean up	March 31, 2019

#### ***LIQUIDATED DAMAGES***

The Contractor shall incur Liquidated Damages in the amount of **Five Hundred Dollars (\$500.00)** for each calendar day for which acceptable completion of work is delayed beyond its intermediate Date of Completion.

#### **VEGETATION TRIMMING AND REMOVAL AT STATIONARY OBJECTS**

##### ***DESCRIPTION***

The Contractor shall perform string/blade trimming of vegetation around and under stationary objects including but not limited to guardrail/guiderail along the median and shoulder. All vegetation shall be trimmed cleanly and evenly to the height required by the Engineer without damaging the grass, existing surface, or adjacent fixtures.

The Contractor shall perform trimming such that the Contractor shall cut all vegetation accessible by foot. The Contractor shall cut undesirable weeds, vine, shrubs, and any other herbaceous and woody growth. The remaining cut vegetation shall be a maximum height of three (3") for grass and weedy vegetation and a maximum height of one inch (1") for woody vegetation. For any cut woody vegetation, the Contractor shall both remove the cut woody vegetation from the right-of-way and dispose of it properly.

Vegetation Trimming at Stationary Objects includes any guardrail/guiderail running linear footage up to and including any guardrail attachment to a bridge. The scope of trimming around guardrail will extend from the guardrail face to the edge of pavement, underneath the guardrail, and from the back of guardrail to the shoulder point, or to the extent of grass left uncut by standard mowers during each cycle in which guardrail trimming occurs. The scope of trimming around cable guiderail will extend to the extent of grass left uncut by standard mowers during each cycle in which guiderail trimming occurs. The running linear footage includes trimming of both sides and under the guardrail/guiderail.

Vegetation shall be removed from edge of pavement up to and around guardrail when vegetated shoulder is four foot (4') or less and one foot (1') past the toe of existing slope.

The extent of trimming at ramps shall include the side road starting a minimum of 150 feet before the ramp connection carrying across the main roadway facility.

The Contractor or his employees shall not pile dead grass clippings on drainage structures within the right-of-ways. If this condition is found, it will be the Contractor's responsibility to remove said vegetation and clean the interior of the drain that was covered. **If the Contractor fails to clean the area in question, then NCDOT will have the area cleaned and deduct the cost from the Contractor's next invoice.**

The intent is for the Contractor to perform three (3) cycles of trimming, however, the Engineer may increase or reduce the number of cycles.

#### ***NOTIFICATION OF WORK***

The Contractor shall perform trimming during the first, third and fifth routine mowing cycles on all routes listed above.

#### ***REQUIRED PERSONNEL AND EQUIPMENT***

The Contractor shall provide a minimum of five (5) qualified operators with string trimmers.

The operators shall be skilled in the operation of the string trimmer and shall follow all OSHA guidelines. Operators shall wear vision and hearing protection and clothing to provide sufficient protection from flying chips, etc. Operators shall wear an ANSI/ISEA 107-2004 Class 2 safety vest, closed-toe shoes, shirts with sleeves, and long pants.

#### ***INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES***

**NOTE: Cycle 1 of the following Intermediate Completion Times (ICTs) for vegetation removal will have been completed for the first year of this proposal. If renewed, cycle 1 shall be completed as outlined below.**

Unless otherwise directed by the Engineer the Contractor shall begin and end cyclical mowing vegetation trimming on all other routes according to the following intermediate completion times.

<b>Cycle</b>	<b>Start Date</b>	<b>Completion Date</b>
1	April 16, 2018	May 25, 2018
2	July 9, 2018	August 17, 2018
3	October 1, 2018	November 20, 2018

The Contractor shall incur Liquidated Damages in the amount of **Five Hundred Dollars (\$500.00)** for each calendar day for which acceptable completion of work is delayed beyond its intermediate Date of Completion.

#### **LITTER/DEBRIS REMOVAL**

Note: Not all routes mown for this contract will receive litter pickup. Please see the chart in the appendix.

This operation will take place prior to each mowing cycle, or as directed by the Engineer.

Mowing operators shall avoid impacting collected bags of litter. The Contractor shall be responsible for gathering and removing any litter resulting from such an impact within twenty-four (24) hours of notification by the Engineer for no additional compensation in a manner determined by the Engineer. The Contractor shall incur Liquidated Damages in the amount of **Two Hundred Fifty Dollars (\$250.00)** for failure to complete the cleanup within twenty-four (24) hours of notification and as specified by the Engineer per hour or portion thereof that any resulting litter has not been removed by the Contractor.

***CYCLE***

One (1) complete cleaning of the State Highway System mileage specified. Cleanup shall be performed as identified and as directed by the Engineer.

***NOTIFICATION OF WORK***

The Engineer will notify the Contractor when to begin a cycle, and on which routes the work is to be performed. It is anticipated that the cycles will be evenly distributed throughout the life of the contract. The Contractor will have ten (10) work days to commence operations after notification has been given by the Engineer. The Contractor shall give the Engineer 48 hours advance notice before commencing work within the ten (10) work day notification period. The Engineer may notify the Contractor of additional work to be performed on any subject road project in this contract where subject road project is one mile in length or greater.

***INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES***

**NOTE: Cycle 1 of the following Intermediate Completion Times (ICTs) for litter pickup will have been completed for the first year of this proposal. If renewed, cycle 1 shall be completed as outlined below.**

Cycle	Start Date	Completion Date
1	April 16, 2018	May 25, 2018
2	May 26, 2018	July 6, 2018
3	July 7, 2018	August 17, 2018
4	August 18, 2018	September 28, 2018
5	September 29, 2018	November 20, 2018
6	December 1, 2018	December 21, 2018
7	February 1, 2019	February 28, 2019

***INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES***

The Contractor shall incur Liquidated Damages in the amount of **Five Hundred Dollars (\$500.00)** for each calendar day for which acceptable completion of work is delayed beyond its intermediate Date of Completion.

In addition, the Contractor shall incur Liquidated Damages in the amount of **Two Hundred Fifty Dollars (\$250.00)** per work-day until the work is completed for failure to complete litter removal before each mowing cycle.

**At no time shall bags or collected litter/debris be allowed to remain on the right of way beyond the end of the work day.** The liquidated damages for not complying with the removal of litter/debris will be **Two Hundred Fifty Dollars (\$250.00)** per calendar day.

***ADDITIONAL LITTER/DEBRIS REMOVAL***

Additional litter/debris removal shall be conducted on roads not on a routine litter cycle. Roads may be picked up on either an annual or semi-annual basis. Roads on an annual basis will be picked up one (1) time during the year. Roads on a semi-annual basis will be picked up more than once per year and may be from two (2) to six (6) times per year as requested by the Engineer.

All roads in the charts in the appendix marked "Additional" are scheduled to be picked up on an annual basis. The Engineer will determine if a road is to be picked up more than once, on a semi-annual basis. Other routes not on the chart may be added at the discretion of the Engineer, to be picked on an annual basis.

The chart shows the litter pickup cycle in which litter is picked up for additional routes.

**DAY AND TIME RESTRICTIONS FOR MOWING, TRIMMING, AND LITTER/DEBRIS REMOVAL**

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices where required. Unless approved by the Engineer, the Contractor shall not perform any work on this project and/or close or narrow a lane of traffic on this project during the following time restrictions:

- Monday–Friday from thirty (30) minutes before sunset to thirty (30) minutes after sunrise the following day.
- Saturday from thirty (30) minutes before sunset to thirty (30) minutes after sunrise the following Monday.

**INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES FOR MOWING, TRIMMING OF VEGETATION AND LITTER/DEBRIS REMOVAL**

The Contractor shall not work within the roadway or associated right of way on any state maintained route, detain and/or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND WORK RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **4:00 p.m.** December 31st and **8:30 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:30 a.m.** the following Tuesday.
3. For **Martin Luther King, Jr. Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
4. For **Easter**, between the hours of **4:00 p.m.** Thursday and **8:30 a.m.** Monday.
5. For **Memorial Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
6. For **Independence Day**, between the hours of **4:00 p.m.** the day before Independence Day and **8:30 a.m.** the day after Independence Day.  
  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 p.m.** the Thursday before Independence Day and **8:30 a.m.** the Tuesday after Independence Day.
7. For **Labor Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
8. For **Veteran's Day**, between the hours of **4:00 p.m.** the day before Veteran's Day observance and **8:30 a.m.** the day after Veteran's Day observance.
9. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **8:30 a.m.** Monday.
10. For **Christmas**, between the hours of **4:00 p.m.** the Friday before the week of Christmas Day and **8:30 a.m.** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Years, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that work is not required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices where required or begins mowing operations according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor removes all traffic control devices where required or stops mowing operations according to the time restrictions listed herein.

Liquidated damages for this contract are **Two Hundred Fifty Dollars (\$250.00)** per hour or portion thereof that the Contractor operates outside of the work hours as stated above.

**REMOBILIZATION*****DESCRIPTION***

During a mowing cycle the Department may require the Contractor to remobilize all or a portion of their equipment to mow areas that are more than ten (10) miles, measured by the most direct route, from the location of the then current mowing operations. The Contractor shall be paid once for each remobilization event at the contract unit price for remobilization and will be paid for the shoulder miles mown at the contract line item unit price for mowing. Remobilization requests and instructions from the Department may be verbal, but shall be followed by written communication in the form of an email. Contractor will not be compensated for remobilization to address issues of unsatisfactory performance.

***INTERMEDIATE COMPLETION TIME REMOBILIZATION***

The date and time stamp on the Email communication requesting the Contractor to remobilize and begin mowing operations will serve as the date and time of availability. The intermediate completion time shall be seventy-two (72) hours from the date and time of availability.

The Contractor shall incur liquidated damages in the amount of **Fifty Dollars (\$50.00)** for each hour or portion thereof for which acceptable completion of remobilization and the commencement of mowing operations is delayed beyond the intermediate completion time.

**PROSECUTION AND PROGRESS**

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with the equipment, materials, and methods of construction as may be required to complete the work described in the contract, or as may be amended, by the completion date and in accordance with Section 108 of the Standard Specifications.

The Contractor's vehicles and equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended unless approved by the Engineer, and in no case within 30 feet of the edge of pavement. The Engineer may designate specific locations for parking equipment.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

In the event that the Contractor's operations are suspended in violation of the above provisions, the Contractor shall incur Liquidated Damages in the amount of the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

**SAFETY PRECAUTIONS**

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in SSRS 108-7. All signs shall be clean, legible, and in good condition as determined by the Engineer.

***TRAFFIC CONTROL***

In addition, the Contractor shall incur immediate Liquidated Damages in the amount of **Five Hundred Dollars (\$500.00)** for each occurrence for failure to provide work zone signing as specified. The Contractor shall incur Liquidated Damages in the amount of **Two Hundred Fifty Dollars (\$250.00)** for each occurrence for failure to remove work zone signing at the end of the day.

***LIGHTING AND SIGNAGE***

In addition, the Contractor shall incur immediate Liquidated Damages in the amount of **Five Hundred Dollars (\$500.00)** for each occurrence for failure to provide operational lighting and signing on all equipment as specified.

***SAFETY VESTS***

In addition, the Contractor shall incur Liquidated Damages in the amount of **One Hundred Dollars (\$100.00)** per employee for each occurrence for failure to wear a safety vest as specified.

**STANDARD PROVISIONS**

Please see additional specifications for each operation pertaining to this proposal under Standard Special Provisions “General Specifications”, “Inspection, Acceptance, Measurement, and Payment”, “Equipment”, and “Traffic Control and Work Zone Safety”.

**FUEL PRICE ADJUSTMENT**

Revise the *2018 Standard Specifications* as follows:

**Page 1-87, Article 109-8, Fuel Price Adjustments**, add the following:

The base index price for DIESEL #2 FUEL for this contract is **1.9815**. The base price is the average terminal price for the first day of October. The base price for this contract shall persist through all renewals. The fuel price adjustment will be administered based on shoulder miles mowed during that month. The monthly updated fuel price for adjustments during the course of this contract, including renewals, can be found at:

<https://connect.ncdot.gov/projects/construction/Pages/Pavement-Construction-Prices.aspx>.

The fuel adjustment factor was derived from industry-provided fuel consumption on routine and cleanup mowing for all systems. This factor was validated using NCDOT fuel usage for mowers.

The following formula will be used to calculate the appropriate payment:

$$S = (A - B) \times Q \times F$$

Where:

*S = Monthly Fuel Price Adjustment*

*B = Base Index Price*

*A = Average Terminal Price*

*Q = SHM completed during each period*

*F = Fuel factor for contract item*

The items of work and the fuel factor used in calculating adjustments to be made are as follows:

*B = 1.9815*

*A = Varies by month*

*Q = Varies by month*

*F = 1.6*

Should the contract be extended, the base index price shall persist through all renewals.

## **STANDARD SPECIAL PROVISIONS**

### **GENERAL TERMS AND CONDITIONS**

#### ***ACCEPTANCE AND REJECTION***

The right is reserved by NCDOT to accept or reject any and all bids or to waive any informality in bids. In case of error in the extension of prices in the bid, unit prices will govern.

#### ***PAYMENT***

Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract. Payment to the Contractor will be made monthly. Terms shall be payable upon receipt of approved invoice. If the Contractor and the Engineer agree, payment may be made by cycle. However, fuel price adjustments to payment will be based on work performed in a calendar month.

#### ***COMPETITIVE BIDS***

In compliance with 23 U.S.C. § 112, the signer of this bid certifies this bid has not been arrived at collusively nor otherwise in violation of Federal or North Carolina antitrust laws. All bids must be signed by the owner or an officer of the firm.

#### ***AWARD OF CONTRACT***

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

All qualified proposals will be evaluated by NCDOT to constitute the best value offered for the purpose intended. Responsible bidders will be determined considering the following items:

- A. Related Work Experience
- B. Equipment
- C. Financial Stability
- D. References
- E. Price

The bidder may be required to furnish supporting documentation for items A, B, C, and D. The lowest responsible bidder will be notified if their proposal has been accepted, and the contract awarded. If awarded the contract, the bidder will be expected to perform the work. Withdrawal of proposal will be allowed only under limited conditions. Failure to perform may result in the bidder being held in default of contract. The Department will then proceed to the second lowest bidder and may charge the low bidder who is in default with the additional cost of obtaining those services.

All awards are final and are not subject to further review. Any formal complaints concerning awards should be made in writing to the Engineer.

### **AVAILABILITY OF FUNDS**

Payments made on this contract are subject to availability of funds as allocated by the General Assembly. If the General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract. In the event of termination, the Contractor shall be given a written notice of termination at least sixty (60) days before completion of scheduled work for which funds are available. In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.



**ENGINEER**

The Engineer for this project shall be the Division Engineer (NCDOT Division of Highways) for the Division in which the project is located, acting directly or through their duly authorized representatives, typically the Division Roadside Environmental Engineer.

The Engineer will decide on all questions regarding the quality and acceptability of work performed, rate of work progress, interpretation of the contract, and acceptable fulfillment of the contract by the Contractor. The Engineer shall have the authority to alter mowing priorities in order to address special needs of the Department. The Engineer's decision shall be final, and they shall have executive authority to enforce and make effective such decisions and orders the Contractor fails to carry out promptly.

**MINIMUM WAGES*****FEDERAL***

The Fair Labor Standards Act provides that with certain exceptions, every employer must pay wages at the current rate of not less than seven dollars and twenty five cents per hour (\$7.25 / HR).

***STATE***

The North Carolina Minimum Wage Act provides that with certain exceptions, every employer must pay wages at the current rate of not less than seven dollars and twenty five cents per hour (\$7.25 / HR).

The minimum wage paid to all skilled labor employed on this contract shall be not less than seven dollars and twenty five cents per hour (\$7.25 / HR).

The minimum wage paid to all intermediate labor employed on this contract shall be not less than seven dollars and twenty five cents per hour (\$7.25 / HR).

The minimum wage paid to all unskilled labor on this contract shall be not less than seven dollars and twenty five cents per hour (\$7.25 / HR).

This determination of the intent of the application of this Act to the contract on this project is the responsibility of the Contractor. However, the Contractor shall be required to provide certified payrolls upon written request of the Engineer.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, State or Federal. It is the responsibility of the Contractor to keep fully informed of all Federal and State laws affecting the contract.

**RIGHT OF THE CONTRACTOR TO FILE CLAIM**

If a dispute arises over payment under the terms of this contract, the Contractor shall notify the Department in writing of intent to file a claim. Such notice shall be given in writing within 30 days of the end of the month in which the dispute arose.

If notice of intent has been given, the Contractor may submit a written claim for such amounts to which they deem themselves entitled. The claim shall be submitted in writing to the Division Engineer within 30 days of the end of the annual contract period.

If the Contractor fails to receive such settlement per their claim, they may submit a written and verified claim to the Chief Engineer. The written and verified claim shall be submitted within 60 days from the time the Contractor receives notice of findings from the Division Engineer.

Settlement of the claim shall be governed by N.C.G.S. § 136-29.

**DEFAULT OF CONTRACT**

The Department shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract as determined by the Department. Material breach by the Contractor shall include, but specifically shall not be limited to failure to begin work under the contract within the time specified; failure to provide workmen, equipment, or materials adequate to perform the work in conformity with the contract by the completion date; unsatisfactory performance of the work, refusal or failure to replace defective work; failure to maintain satisfactory work progress; failure to comply with equal employment opportunity contract requirements; insolvency or bankruptcy, or any act of insolvency or bankruptcy; failure to satisfy any final judgment within 10 calendar days after entry thereof; and making an assignment for benefit of creditors. Refer to Section 108-9 in the “*Standard Specifications for Roads and Structures, 2018*” for additional information.

**SUBLETTING OF CONTRACT**

If a Contractor desires to sublet any work, written consent must be given by the Engineer. The approval of any subcontract will not release the Contractor of liability under the contract, nor will the subcontractor or the second tier subcontractor have any claim against NCDOT by reason of the approval of the subcontract.

**SAFETY AND ACCIDENT PROTECTION**

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation; and shall provide all safeguards, safety devices, and protective equipment. The Contractor shall take any other needed actions that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

**UTILITY CONFLICTS**

Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or their representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations, and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of working personnel and the public.

**CONTRACTOR****INSURANCE REQUIREMENTS**

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Refer to Section 107-15 in the “*Standard Specifications for Roads and Structures, 2018*” for additional information.

**SUPERVISION**

At all times that work is actually being performed, the Contractor shall have available on the project one competent individual who has been authorized to act in a supervisory capacity over all work. In the event a project is clustered and consists of two or more counties, a supervisor may be required for each county, as the Engineer may consider necessary. The individual who has been so authorized shall be experienced in the type of work being performed and is to be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and of receiving and carrying out directions from the Engineer or their authorized representatives.

The appointed Supervisor(s) name and contact information shall be shared with the Engineer prior to beginning the first mowing cycle of each year covered under this contract. Each Supervisor shall have a cellular telephone for

communication with the Engineer/Inspector for the project. In the event a supervisor changes telephone numbers advance notice must be given to the Engineer.

At least one (1) English speaking employee must be on-site during the mowing operation.

#### ***PROSECUTION OF WORK***

The Contractor will be notified by the Engineer as to when to begin operations for each cycle or portion thereof and for any additional work, and the Contractor shall begin work and complete the work within the time frame specified in the Project Special Provisions. Any work performed prior to the time of notification by the Engineer will not be included in any payment to the Contractor. The Contractor will be required to prosecute the work in a continuous and uninterrupted manner. Any portion of routes that do not need to be mowed in a subject cycle will be designated by the Engineer and deleted from that cycle. No payment will be made for portions of routes that are not mowed.

#### ***OPERATION OF EQUIPMENT***

All personnel shall be properly trained and qualified to operate the piece of equipment to which they are assigned. The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Insofar as possible, the tractor wheels are to remain off the travel way during mowing operations. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by the Engineer.

#### ***RESPONSIBILITY FOR DAMAGE CLAIMS***

The Contractor shall indemnify NCDOT and its officers, agents, and employees from all suits, actions or claims by any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, its agents or employees, in the performing of the contract. Refer to Section 107-14 in the “*Standard Specifications for Roads and Structures, 2018*” for additional information.

#### ***PROTECTION AND RESTORATION OF PROPERTY***

The Contractor shall be responsible for the protection from their activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. Suitable precautions shall be taken to prevent damage to pipes, conduits, and other underground structures, and to poles, wires, cables, and other overhead structures.

The Contractor shall conduct operations so as to prevent damage to roadway delineators and signs. Should any essential sign (YIELD, ONE WAY, etc.) suffer more than minor damage, the Engineer shall be notified no later than the end of that work day. Damage to STOP signs shall be reported immediately. Such signs will be repaired or replaced by the Department at the Contractor's expense. Damage to other signs, delineators, etc. may be repaired or replaced by the Contractor subject to approval by the Engineer or they may be repaired or replaced by the Department at the Contractor's expense.

The Contractor shall protect carefully from disturbance or damage all land monuments and property markers.

The Contractor shall be responsible for the removal, preservation, and resetting of all mail boxes disturbed by the mowing operations. The mailboxes and their supports, when reset, shall be left in as good a condition as they were prior to the mowing operations.

The Contractor will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, the Contractor shall either restore at their own expense such property to a condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the Department. In case of failure on the part of the Contractor to restore such

property or make good such damage or injury the Department may at the Contractor's expense repair, rebuild, or otherwise restore such property in such manner as the Engineer may consider necessary.

## **GENERAL INFORMATION**

### ***STATE HIGHWAY SYSTEM***

The State Interstate System shall include all portions of the State Highway System designated by Interstate Numbers. The State Primary System shall include all portions of the State Highway System which are designated by N.C. or U.S. numbers. The State Secondary Paved and Unpaved System shall include all of the State Highway System designated by SR numbers.

### ***POLICY***

It is the policy of NCDOT to maintain State Highway System roadsides in a pleasing and safe condition commensurate with the function and service rendered by individual highway segments. It is intended that grass height within established mowing zones will be maintained between the height shown in the Project Special Provisions and eighteen (18) inches along interstate, primary and major paved secondary routes. Along minor paved and unpaved secondary routes, grass heights may exceed eighteen (18) inches for varying periods of time; however, safe sight distances will be maintained.

### ***HERBICIDAL TREATMENTS***

The Department may elect to use herbicidal treatments on some portions of the State Highway System. These proposed sections will be identified to the prospective bidders at the pre-bid conference. Generally, the need for mowing of these sections will be reduced during the mowing season. No payment will be made for mowing these sections unless mowing is specifically authorized by the Engineer.

### ***SIGNING***

The Contractor will furnish and erect appropriate advance warning signs which are to be kept appropriately spaced. The Engineer will determine the specific requirements for signing. A detail for the advance warning signs is shown in the Appendix.

### ***HOURS OF WORK***

The Contractor's operations will be restricted to daylight hours and no work may be performed on Sundays, legal State holidays, holiday weekends, special event, or any other time when traffic is unusually heavy unless otherwise approved by the Engineer. Work shall only be performed when visibility conditions allow safe operations.

### ***THREATENED AND ENDANGERED SPECIES***

Due to federal or state listed threatened and endangered species located in the county in which this project may be located, the Contractor will be required to contact the Division Environmental Officer to determine if any part of this project or any area of operations in connection therein is within an area designated as a threatened and endangered plant species population. If so, the Contractor shall be responsible for any damage done to these plant populations as a result of this contract work. The Contractor is responsible for all cost resulting from penalties or fines as well as cost associated with any repair or mitigation work necessary as a result of such damage. All associated cost will be assessed to the contractor and withheld from the contractor payment. A list of counties which currently have relevant threatened and endangered plant species is shown elsewhere in this proposal.

**PLANT AND PEST QUARANTINES*****WITHIN QUARANTINED AREA***

This project may be within a county regulated for plants and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, equipment must be thoroughly cleaned prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

***ORIGINATING IN A QUARANTINED COUNTY***

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

***CONTACT***

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

***REGULATED ARTICLES***

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, or other noxious weeds.

Refer to the Appendix for a list of counties to which plant and pest quarantine regulations pertain.

**GENERAL SPECIFICATIONS*****MOWING***

The mowing pattern along each roadway shall be determined by the Engineer. Typical mowing patterns for routine and cleanup mowing are depicted in the Appendix.

***ROUTINE MOWING***

Routine mowing includes the mowing of sight distance areas at intersections, interchanges, and along curves. On divided highways, mowing in the median shall be performed in accordance with established mowing patterns.

***CLEANUP MOWING***

**For this proposal, cleanup mowing within the right of way excludes the area established for routine mowing, but extends beyond these limits to the right-of-way line or to the established mowing patterns/tree/wood line.**

Cleanup mowing includes the mowing of sight distance areas at intersections, interchanges, and along curves. On divided highways, mowing in the median shall be performed in accordance with established mowing patterns.

***CYCLE***

One cycle is typically one complete mowing per State Highway System.

***ADDITIONAL MOWING***

Any mowing – measured and paid for by the acre – which is not part of routine or cleanup mowing. Additional mowing will be performed only as directed by the Engineer.

***LONG-ARM SLOPE/VERTICAL MOWING***

The Engineer will select and coordinate the locations for long-arm operations (if any), and provide a map of designated routes to the Contractor. All work must be accomplished during daylight hours. No night work is permitted. A Truck Mounted Impact Attenuator (TMIA) shall be required for long-arm mowing operations not performed within a flagging operation or lane closure and is incidental to the operation being performed.

All roads shall be mowed to the top of the cut slope, to the bottom of the fill slope, or to the limit of the equipment. Vertical mowing of vegetation hanging over the cut slope or fill slope shall be mown to the limit of the mower. All vegetation five (5) inches in diameter or less shall be cut to a height no greater than six (6) inches. Cut vegetation shall be cleaned up or mulched. All brush or debris which falls into the roadway, which includes travel lanes, shoulders, bulb-outs, and ditches, shall be immediately removed by the Contractor.

The Contractor shall exercise caution not to damage or destroy private property such as plantings or landscaping unless otherwise directed.

The Contractor shall notify the Engineer at the start of operations, and shall keep the Engineer informed of the proposed work plan. The Contractor shall submit written reports of work accomplished on a weekly basis, unless otherwise directed.

***VEGETATION TRIMMING AND REMOVAL AT STATIONARY OBJECTS***

The operators must be skilled in the operation of the string trimmer and shall follow all OSHA guidelines. Operators shall wear vision and hearing protection and clothing to provide sufficient protection from flying chips, etc. Operators shall wear an ANSI/ISEA 107-2004 Class 2 safety vest, closed-toe shoes, shirts with sleeves, and long pants.

The Contractor must complete one (1) trimming area prior to moving to the next (**not to exceed over 5 miles**).

***LITTER/DEBRIS REMOVAL******DESCRIPTION***

An abundance of non-organic trash in a multitude of forms is deposited daily along the roadsides of the designated highways. These conditions detract from the visual quality and/or safety of the roadside landscape.

The work covered by this provision shall include the pickup, removal and recycling of litter/debris and the disposal of same into state approved landfills and single-stream recycling facilities. Litter/debris items may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, building supplies, metals, household furnishings, cardboard, plastics, ladders, brush and other items not considered normal to the right of way. Designated areas shall include the median and shoulders in the entire right-of-way from fence line to fence line, all interchange ramps, and mowing areas as well as non-mowing areas. The designated area on shoulders is the white edge line to the back of the

right of way on outside shoulders, which includes paved shoulders. The designated area in medians is from yellow edge line to yellow edge line, which includes paved shoulders, **except for along concrete barrier walls in medians. (Litter crew and vehicles are not allowed against median concrete barrier walls).**

This item includes all traffic control necessary to provide a safe work area. The work shall include the furnishing of all equipment, tools, materials, transportation and labor necessary for the successful completion of the work.

No separate payment will be made for providing, installing, and maintaining traffic control devices, etc., or for any other cost associated with maintaining the control of traffic. Traffic control will be considered incidental to the contract, and will be included in the Bid Items as listed on the Contract Bid Form.

Mowing operators shall avoid impacting collected bags of litter. The Contractor shall be responsible for gathering and removing any litter resulting from such an impact for no additional compensation in a manner determined by the Engineer.

The Contractor should be prepared for removing litter/debris in roadside conditions including but not limited to wet areas, standing water, high grass, and slopes. Contractor will not be responsible for removing litter/debris in wooded areas or back slopes unless litter is visible from the roadway and/or ramps.

#### ***PROSECUTION AND PROGRESS***

The Contractor must complete one (1) litter/debris pickup area prior to moving to the next (**not to exceed over 5 miles**).

The Contractor shall provide adequate personnel and materials (litterbags) to remove litter/debris on all areas of the right-of-way or controlled access.

The Contractor shall be responsible for locating and utilizing approved local landfills and recycling facilities so as not to impede the progress of the cleanup operation.

All collected litter/debris shall be containerized immediately and kept off of the traveled portions of the roadway, shoulders, and right-of-ways (including paved shoulders) during that day's collection process. All collected litter that is small enough to be placed in a bag shall be bagged immediately. All collected litter that is too large for a bag shall be placed into a vehicle. Uncollected storage or stockpiling of litter/debris and recyclables (piles of litterbags, tires, tire debris, etc.) will not be permitted.

All cost involved with the disposal of the litter/debris shall be included in the contract unit price for "Litter/Debris Removal".

The Contractor's personnel shall dispose of any litter/debris, not required to be recycled, in a landfill approved by North Carolina Division of Waste Management. The Contractor may recycle at any public or commercial recycling facility. Litter/debris may consist of any item not considered normal to the right-of-way. The Contractor will not be allowed to use NCDOT accounts at the landfills/recycling centers nor be allowed to dispose of the litter/debris in NCDOT trash containers on any NCDOT property.

**This contract shall be immediately terminated if the contractor is found guilty of illegal dumping. Work will be suspended if contractor is charged with illegal dumping.**

#### ***RECYCLING***

In accordance with the General Statutes and the Department's emphasis on recycling, the Contractors are encouraged to wherever possible to separate trash and recyclables such as glass, aluminum, and other products, and appropriately dispose of each material.

#### ***REPORTING***

The Contractor shall report online the amount of bags of litter/debris picked up, both recycled and not recycled, on the NCDOT Litter Management Website:

<https://apps.ncdot.gov/LM>

The Contractor is required to report all pickups on the date of the pickup.

#### ***HAZARDOUS, CONTAMINATED, AND / OR TOXIC MATERIAL***

The Contractor's personnel shall not be responsible for removing hazardous materials from the right-of-ways, but shall notify an NCDOT representative as soon as possible.

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous, contaminated, and/or toxic material, such operations shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately.

The Contractor will not be responsible for the cleanup and removal of dead animals. If this situation is encountered, the Contractor shall contact the Engineer as directed.

#### **INSPECTION, ACCEPTANCE, MEASUREMENT, AND PAYMENT**

##### ***INSPECTION***

All work shall be subject to inspection by the Engineer at any time. The Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of the proposed work plan, and to submit written reports of work accomplished on a weekly basis, unless otherwise directed.

##### ***QUALITY AND BASIS OF ACCEPTANCE***

For mowing, it is intended that the work will be completed in a neat, workmanlike manner. Areas which are gapped or rolled down and uncut will not be considered acceptable. Vegetation around mailboxes, structures, delineators, mailboxes, guardrail, and sign posts, shall be mowed to provide a neat appearance; however, the Contractor will not be required to perform hand trimming, notwithstanding any payable line items specifically requiring hand trimming.

For vegetation removal (trimming), it is intended that the work will be completed in a neat, continuous, and uninterrupted manner as determined by the Engineer. Remaining vegetation shall be at the height specified.

For litter/debris removal, it is intended that the work will be completed in a neat, continuous, and uninterrupted manner as determined by the Engineer. Completed work shall be clean and free of all accumulated litter/debris immediately after litter/debris removal. The Contractor shall notify the NCDOT by email when litter collection and trash bag removal is completed.

##### ***METHOD OF MEASUREMENT***

The quantity of Routine Mowing and Cleanup Mowing to be paid for will be the actual number of shoulder miles mowed. The quantity of Litter and Debris Removal and Additional Litter and Debris Removal to be paid for will be the actual number of cleaned shoulder miles. Highway mileage will be determined from NCDOT county maintenance maps; except in the case of dispute or obvious error, where actual mileage shall be measured. Normally, one map mile of two-lane or multi-lane undivided highway shall equal two (2) shoulder miles, and one map mile of multi-lane divided highways with grassed median shall equal four (4) shoulder miles. All roadway ramps (Entrance and Exit) connecting the main roadway to adjacent roadways shall be mowed as part of this contract. No additional measurement or compensation will be made for interchange ramps, sight distance, etc. as such areas are considered incidental to the shoulder miles measured along the mainline.

It is understood that during the course of the contract, routes may be added to or deleted from the contract as routes are added to or deleted from the State Highway System, or for other extenuating circumstances. It will be the responsibility of the Contractor to perform work on such routes as directed by the Engineer. In the case of roads added to the System, actual mileage will be used for measurement.



The quantity of Additional Mowing to be paid for will be the actual number of acres, measured along the surface of the ground, which has been mowed at the direction of the Engineer.

The quantity of Vegetation Removal at Stationary Objects will be measured and paid for as the actual number of linear feet measured along the guardrail/guiderail (adjacent to and within 1' of) that has been acceptably trimmed. No separate measurement will be made for trimming around sign posts and reflector posts that fall in the footprint of trimming for guardrail/guiderail as such trimming will be considered part of the per linear foot payment.

#### ***BASIS OF PAYMENT***

The quantity of Routine Mowing, measured as provided above, will be paid for at the contract unit price per shoulder mile for "Mowing - Routine" for the various highway systems. The quantity of Cleanup Mowing, measured as provided above, will be paid for at the contract unit price per shoulder mile for "Mowing - Cleanup" for the various highway systems. The quantity of Additional Mowing, measured as provided above, will be paid for at the contract unit price per acre for "Mowing - Additional".

The quantity of Vegetation Removal at Stationary Objects, measured as provided above, will be paid for at the contract unit price per linear foot for "Vegetation Removal at Stationary Objects".

The quantity of Litter and Debris Removal and Additional Litter and Debris Removal, measured as provided above, will be paid for at the contract unit price per shoulder mile for "Litter/Debris Removal", "Litter/Debris Removal – Additional Annual", and "Litter/Debris Removal – Additional Semi-Annual" for the various highway systems.

Bid prices and payments will be full compensation for all work, including but not limited to supervision, labor, disposal fees, transportation, fuels, lubricants, repair parts, equipment, machinery, and tools, necessary for the prosecution and completion of the work. Payments will be made to the Contractor on a monthly basis for work accomplished and accepted.

#### **EQUIPMENT**

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the work as specified herein. The Contractor's company name, identification number, and telephone number shall be conspicuously displayed on each tractor, litter removal vehicle, and Service Vehicle.

The Contractor shall furnish the minimum quantity of fully-operated mowers shown in the Project Special Provisions dedicated to the work outlined herein.

The Contractor must demonstrate to the satisfaction of the Engineer that the mowing equipment to be used in the work is in good working condition (i.e. no excessive fluid leaks; blades sharpened and in good condition) and suitable for performing the work required. All tractors shall have sufficient horsepower to operate their mowers per manufacturer recommendations. All tractor tires shall have adequate tread depth to perform the work required. All equipment safety devices as were originally designed/provided by the manufacturer shall be in place.

The Engineer may reject any equipment that is not operating in a satisfactory manner. Reasons for rejection shall include but not be limited to excessive leaks, tractors that cannot be operated in both forward and reverse gear, and mower attachments that are not capable of acceptable mowing. Contractor shall make arrangements for equipment replacement/repair as needed to satisfy the contract objective. No extension in contract times will be allowed due to rejected equipment.

The Contractor shall be responsible for the equipment provided in this contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire and acts of God, etc.) arising out of, or relating to, work performed under this agreement.

#### ***SAFETY, LIGHTING, AND SIGNAGE***

All tractors shall be equipped so as to conform to the prevailing Occupational Safety Health Act Standards.

The Contractor must furnish, mount, and maintain a W10-11 or W10-11A “CAUTION MOWER” sign on the rear of each mower such that they can be easily read by motorists approaching from the rear. Both sign types are black lettering over a fluorescent orange background. The sign shall have a minimum clearance of one (1) foot from the ground to the bottom of the sign. The sign must not obstruct any safety lighting or the operator’s view.

All tractors shall be equipped with one (1) light bar mounted on top of the cab/canopy. The width of the bar shall be seventeen (17) inches or greater, but shall not exceed safe mounting limits of the cab. The bar’s light source may be a series of rotating quartz-halogen, incandescent, or LED bulbs; stroboscopic lamps; or static programmable LED. The Engineer may require an alternate pattern should the one chosen be deemed unsafe, inconsistent, or inadequate. The light source shall be amber in color as permitted by N.C.G.S § 20-130.2. The light bar shall be visible from all directions.

The Contractor may choose to elevate the rear-mounted “CAUTION MOWER” sign above the operator for increased visibility to approaching traffic. Since such an elevation would obstruct the view of any single light bar, the Contractor may use two (2) additional overhead stroboscopic perimeter lights instead of the light bar. These lights must be securely attached to the cab, canopy, roll bar, or sign. The lights must be fully viewable from the front and back of the tractor. If mounting placement precludes visibility of the lights from the front and back, additional perimeter lights must be used to attain full visibility of the lights from the front and the back. The elevated sign must not obstruct the rear-view of the operator.

All tractors shall be equipped with one (1) perimeter light mounted on the left rear fender, and one (1) perimeter light mounted on the right rear fender. These lights shall be amber in color.

#### ***60” – 90” MOWERS***

Tractors shall be equipped with rear-mounted rotary or flail mower and a side-mounted rotary, flail, or sickle mower; unless otherwise specified or restricted in the Project Special Provisions. When used in combination, the mowers shall overlap. Rear mounted mowers shall have a minimum cutting width of sixty (60) inches.

#### ***FLEXIBLE WING MOWERS***

When permitted, the Contractor may use tow-behind flexible wing rotary mowers with one or two side “wings”. When in operation, all cutting paths shall have a minimum overlap of six (6) inches. Mowers with one wing shall have a minimum cutting swath of ten (10) feet; mowers with two wings shall have a minimum cutting swath of fifteen (15) feet. All discharge paths shall be properly shielded by solid plates or chains in accordance with manufacture specification.

#### ***LONG-ARM MOWERS***

All long-arm mowers provided under this contract shall be hydraulic powered, and shall reach a minimum of twenty (20) feet from the center of the steering wheel to the outermost tip of the mowing blade. Mower hydraulics shall be controlled from within the driver compartment. The tractor shall be capable of cutting up to a 5” diameter tree or tree limb. Mowers are to be equipped with shields, which preclude foreign objects from being thrown out from the cutting unit enclosures. Tractors shall be equipped with reverse gear warning devices. The Department will not be responsible for damage to the Contractor’s equipment.

#### ***STRING TRIMMERS***

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the work. String trimmers shall be commercial grade, gasoline powered units with a minimum cut diameter of seventeen inches (17”).

#### ***LITTER/DEBRIS REMOVAL VEHICLES***

Service vehicles shall meet specifications above. Side by side utility vehicles with beds capable of carrying litter bags with specified warning lights may be allowed for bag pickup only. Four wheeler vehicles will not be allowed.

The Contractor must furnish, mount, and maintain a W10-11 or W10-11A “DEBRIS PICK UP FREQUENT STOPS” sign on the rear of each liter and debris removal vehicle or trailer such that they can be easily read by motorists approaching from the rear. Details of the sign is included in the appendix of this proposal. The sign must not obstruct any safety lighting or the operator’s view.

### ***SERVICE VEHICLES***

All vehicles used by the Contractor must be performance worthy by visual and operational inspection. All vehicles, including trailers, used should be properly equipped with lighting per Roadway Standard Drawing 1165.01 Sheet 1 of 1. Trailers shall have rear mounted strobe lights, mounted as high as possible to enhance visibility.

The safety of the public and the convenience of traffic shall be regarded as prime importance. The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Crossing lanes of traffic and erratic driving will be strictly prohibited.

Signs, lights, safety, and other traffic control items are not a pay item, but are considered incidental to other contract items and the Contractor is expected to provide these items.

### **TRAFFIC CONTROL AND WORK ZONE SAFETY**

In accordance with SSRS 107-21, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in SSRS 108-7.

Work Zone Traffic Control shall include furnishing, installing, maintaining, relocating and finally removing any and all signs, barricades, drums, cones, flashing arrow boards, truck mounted impact attenuators and all other traffic control devices required to safely perform the work and protect the public.

### ***SAFETY VESTS***

All Contractor’s personnel, all subcontractors and their personnel, and any material suppliers and their personnel, shall wear an approved reflective safety vest or outer garment meeting ANSI/ISEA 107-2004 Class 2 standards at all times while on the project.

### ***WORK ZONE SIGNING***

All portable signs and stands must meet or exceed the requirements of the National Cooperative Highway Research Program Report 350 for Work Zone Category II Devices, and be listed on North Carolina’s approved products list or accepted as traffic qualified by the Traffic Control Section. Use portable work zone signs and stands specifically designed for one another.

Refer to the following:

- SSRS 1089 for material specification
- SSRS 1110 for construction specification
- RSD 1110 for clearance specification

The W10-10A shall be used for high volume primary and secondary routes. Its dimensions are 48” X 48”. It shall be mounted at a minimum height of five (5) feet above the elevation of the outermost edge of travel. The sign shall read “MOWING NEXT 10 MILES” for mowing and “LITTER PICKUP NEXT 5 MILES” for litter pickup, and should be relocated accordingly during the prosecution of work.

The W10-10 shall be used for low volume secondary roads. Its dimensions are 36" X 36". However, the Engineer may require a larger 48" X 48" variant if traffic conditions dictate a need. The sign shall read "GRASS MOWING AHEAD" for mowing and "LITTER PICKUP AHEAD" for litter pickup. Low volume secondary routes are typically short enough that initial signage – either at the beginning of the route, or the beginning of the operation – do not need to be relocated within the same route. However, the Contractor may be directed to relocate signs on specified low volume secondary routes for reasons of safety at the Engineer's discretion. If the work zone in question contains a long-arm operation, the sign shall be relocated to maintain a maximum two (2) mile work zone.

#### ***LONG-ARM OPERATIONS***

Long-arm mower operations normally progress slower than three (3) MPH with frequent stops. Work shall be performed a minimum of four (4) feet from the travel lane. A TMIA shall be required on routes with heavy traffic volume and/or limited sight distance. Any such use of a TMIA is considered incidental to the cost of long-arm mowing.

Long-arm mowing work less than four (4) feet from the travel lane on roads with two-lane, two-way traffic shall require "Temporary Lane Closures" (refer to RSD 1101.02). The Contractor shall furnish, install, and maintain advance warning work zone signs and required lane closure signing and devices. Traffic movements through lane closures shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests, hats, stop/slow paddles, and any other incidentals necessary to complete the work. Such lane closures are not considered incidental to long-arm mowing, and will be paid separately under the bid item "Lane Closure".

#### ***MULTI-LANE MEDIAN OPERATIONS***

For mowing operations in the median of divided routes, various traffic control devices may be required, including shadow vehicles, TMIA's, and lane closures. Refer to the "Multi-lane Operation Diagrams" in the Appendix for a depiction of traffic control devices required based on proximity to the nearest lane of travel. Such traffic control devices are not considered incidental, and will be compensated for under the line items "TCD Median Guardrail" and "Lane Closure".

The Contractor may avoid the need for such traffic control devices through situational use of long-arm mowers, or narrow deck mowers if permitted by the Engineer.

#### ***DEADHEADING***

Deadheading is herein defined as the movement of equipment within the traveled way while not in operation pursuant to the material terms of this contract.

Deadheading may be permitted under the following circumstances:

- Equipment is within a properly signed work zone (refer to "Required Signs" in the Appendix)
- Equipment must briefly enter the traveled way to circumvent an otherwise unavoidable obstacle in the shoulder or median within the right-of-way. This includes traversing bridges. The operator must yield to approaching traffic.
- Equipment using over/under passes in order to continue work on the other side of a route. All such locations should be determined prior to beginning work, and be permitted by the Engineer. The Engineer shall be responsible for notifying other authorities should such movements require the equipment to enter jurisdictions beyond those of the Engineer.

Any deadheading not explicitly permitted under these conditions is forbidden, and such equipment must be transported by trailer.

***LITTER/DEBRIS REMOVAL***

All stages of the litter/debris removal operation shall be accomplished in accordance with the “Work Zone Traffic Control Guidance for Litter/Debris Removal” as specified. The NCDOT Certified Work Zone Supervisor shall submit traffic control plans for the approval of the Engineer, who may adjust or require additional control measures if warranted.

The Contractor will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, the Contractor shall either restore at his/her own expense such property to a condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the Department. In case of failure on the part of the Contractor to restore such property or make good such damage or injury the Department may at the Contractor’s expense repair, rebuild, or otherwise restore such property in such manner, as the Engineer may consider necessary.

**General:**

- Workers that are involved in litter/debris removal operations shall comply with the following:
  - Wear NCDOT approved safety vests meeting ANSI/ISEA 107-2004 Class 2 standards for day time operations
- Litter/debris removal operations shall be confined within a maximum 5 mile stretch of roadway in a work period
- Conduct litter/debris removal operations behind lane closures at any location where workers and/or equipment are encroaching into the travel lanes. Lane closures shall be installed according to Roadway Standard Drawings 1101.02. Encroaching into travel lanes includes exiting and entering vehicles that are parked on shoulders.
- Use the appendix drawings to retrieve bagged litter/debris and any other materials after being collected by the workers.
- For operations where workers and equipment are confined to the shoulders, comply with the followings:

**On Multilane Divided Facilities**

- A Truck Mounted Attenuator (TMA) shall be used to protect each group of workers removing litter/debris if the shoulder is wide enough to fit a TMA.
- If a TMA is not used, a shoulder closure shall be installed
- A shoulder closure shall be installed in locations where the shoulder is too narrow to accommodate a TMA without encroaching into the traffic lane
- A shoulder closure or a TMA shall be used on the median side of the opposite direction if the following condition exists:
  - Where workers and/or equipment are within 15’ from the adjacent travel lane in the opposite direction and are not protected from traffic in the opposite direction by any type of positive median protection such as concrete barrier, guardrail, or guiderail.
- Shoulder closures shall be installed according to Roadway Standard Drawing 1101.04

**Two-Lane, Two-Way Facilities over 4000 ADT**

- A shoulder closure shall be installed if workers are to be present more than one hour at any location.
- If workers are to be present less than one hour, use portable advance warning signs (one in each direction) reading “LITTER PICKUP AHEAD”.
- Shoulder closures shall be installed according to Roadway Standard Drawing 1101.04

**Two-Lane, Two-Way Facilities 4000 ADT or lower**

- Use portable advance warning signs (one in each direction) reading “LITTER PICKUP AHEAD”. The sign should be located 500 feet ahead of the area where workers and or equipment will be present during the operation.

**Please Note The Following Exceptions:**

The moving caravan operation will NOT be required to be used while retrieving bagged litter/debris in areas where the Contractor's equipment is able to traverse the shoulder without encroaching into the travel lanes.

The truck mounted attenuator (TMA) will NOT be required to be used while retrieving bagged litter/debris in areas where the Contractor's equipment is able to traverse the shoulder without encroaching into the travel lanes.

If the vehicle the Contractor is using is wider than the width of the shoulder a moving caravan operation WILL be required if the Contractor elects to allow the vehicle to encroach into the travel.

The Contractor may elect to park the vehicle outside of these narrow areas and remove bags by hand in lieu of the moving caravan operation.

The truck mounted attenuator (TMA) will NOT be required to protect workers picking up litter/debris if the Contractor's operations are carried out in such a way that the workers are positioned individually along a roadway and not travelling in a concentrated group.

If a concentrated group of workers are gathered together in a formation to conduct clean up then they shall be protected by a TMA.

The shoulder closure will NOT be required unless equipment remains stationary for more than 5 minutes and/or a concentrated group of workers are within 15 feet of an open travel lane and the area is not protected by barrier or guardrail.

The lane closure will NOT be required unless equipment remains stationary for more than five minutes and/or a concentrated group of workers are within 10 feet of an open travel lane and the area is not protected by barrier or guardrail.

A concentrated group of workers is defined as three (3) or more workers within a 500' section and within fifteen (15) feet from a travel lane, measured along the edge of the roadway, of other workers.

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):**

(10-16-07)(Rev. 1-16-18)

102-15(J)

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**Description**

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

**Definitions**

*Additional MBE/WBE Subcontractors* - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required.

*Committed MBE/WBE Subcontractor* - Any MBE/WBE submitted at the time of bid that is being used to meet either the MBE or WBE goal by submission of a Letter of Intent. Or any MBE or WBE used as a replacement for a previously committed MBE or WBE firm.

*Contract Goals Requirement* - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

*Goal Confirmation Letter* - Written documentation from the Department to the bidder confirming the Contractor's approved, committed MBE and WBE participation along with a listing of the committed MBE and WBE firms.

*Manufacturer* - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

*MBE Goal* - A portion of the total contract, expressed as a percentage, that is to be performed by committed MBE subcontractor(s).

*Minority Business Enterprise (MBE)* - A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

*Regular Dealer* - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

*United States Department of Transportation (USDOT)* - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

*WBE Goal* - A portion of the total contract, expressed as a percentage, that is to be performed by committed WBE subcontractor(s).

*Women Business Enterprise (WBE)* - A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

#### **Forms and Websites Referenced in this Provision**

*Payment Tracking System* - On-line system in which the Contractor enters the payments made to MBE and WBE subcontractors who have performed work on the project. <https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only. <https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

*RF-1 MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

*JC-1 Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

*Letter of Intent* - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.

<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

*Listing of MBE and WBE Subcontractors Form* - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.

<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

### **MBE and WBE Goal**

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract:

(A) Minority Business Enterprises [**zero**] %

- (1) *If the MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.
- (2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

(B) Women Business Enterprises [**zero**] %

- (1) *If the WBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.
- (2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

### **Directory of Transportation Firms (Directory)**

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. The Directory can be found at the following link. <https://www.ebs.nc.gov/VendorDirectory/default.html>

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

### **Listing of MBE/WBE Subcontractors**

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of Expedite, the bidding software of Bid Express®.

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the firms.
- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving either the MBE or WBE goal.

(B) Paper Bids

- (1) *If either the MBE or WBE goal is more than zero*,
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors*



- contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
- (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word “None” or the number “0.” This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
  - (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE’s or WBE’s participation will not count towards achieving the corresponding goal.
- (2) *If either the MBE or WBE goal is zero, entries on the Listing of MBE and WBE Subcontractors are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

### **MBE or WBE Prime Contractor**

When a certified MBE or WBE firm bids on a contract that contains MBE and WBE goals, the firm is responsible for meeting the goals or making good faith efforts to meet the goals, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet one of the goals by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the MBE or WBE bidder and any other similarly certified subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goals.

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

MBE/WBE prime contractors shall also follow Sections A or B listed under *Listing of MBE/WBE Subcontractors* just as a non-MBE/WBE bidder would.

### **Written Documentation – Letter of Intent**

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the MBE and WBE goals of the contract, indicating the bidder’s commitment to use the MBE/WBE in the contract. This documentation shall be submitted on the Department’s form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 2:00 p.m. of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

### **Banking MBE/WBE Credit**

If the committed MBE/WBE participation submitted by Letter of Intent exceeds the algebraic sum of the MBE or WBE goal by \$1,000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate

accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

When the apparent lowest responsive bidder fails to submit sufficient participation by MBE firms to meet the contract goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the MBE goal as long as there are adequate funds available from the bidder's MBE bank account.

When the apparent lowest responsive bidder fails to submit sufficient participation by WBE firms to meet the contract goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the WBE goal as long as there are adequate funds available from the bidder's WBE bank account.

### **Submission of Good Faith Effort**

If the bidder fails to meet or exceed either the MBE or the WBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal(s).

One complete set and **[number of copies]** copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

### **Consideration of Good Faith Effort for Projects with MBE/WBE Goals More Than Zero**

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE/WBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought MBE/WBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goals and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and

to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at [DBE@ncdot.gov](mailto:DBE@ncdot.gov) to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

In addition, the Department may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

### **Non-Good Faith Appeal**

The Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

**Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals****(A) Participation**

The total dollar value of the participation by a committed MBE/WBE will be counted toward the contract goal requirements. The total dollar value of participation by a committed MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.

**(B) Joint Checks**

Prior notification of joint check use shall be required when counting MBE/WBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

**(C) Subcontracts (Non-Trucking)**

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

**(D) Joint Venture**

When a MBE or WBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

**(E) Suppliers**

A contractor may count toward its MBE or WBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a MBE or WBE regular dealer and 100 percent of such expenditures from a MBE or WBE manufacturer.

**(F) Manufacturers and Regular Dealers**

A contractor may count toward its MBE or WBE requirement the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

**Commercially Useful Function****(A) MBE/WBE Utilization**

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors.

**(B) MBE/WBE Utilization in Trucking**

The following factors will be used to determine if a MBE or WBE trucking firm is performing a commercially useful function:

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **MBE/WBE Replacement**

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor must give the MBE/WBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action. All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of a committed MBE/WBE:

#### **(A) Performance Related Replacement**

When a committed MBE is terminated for good cause as stated above, an additional MBE that was submitted at the time of bid may be used to fulfill the MBE commitment. The same holds true if a committed WBE is terminated for good cause, an additional WBE that was submitted at the time of bid may be used to fulfill the WBE goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBEs/WBEs submitted at the time of bid to cover the same amount of work as the MBE/WBE that was terminated.

If a replacement MBE/WBE is not found that can perform at least the same amount of work as the terminated MBE/WBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
  - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why MBE/WBE quotes were not accepted.
- (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

#### **(B) Decertification Replacement**

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE

firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by MBEs/WBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBEs/WBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek additional participation by MBEs/WBEs equal to the reduced MBE/WBE participation caused by the changes.

### **Reports and Documentation**

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a MBE/WBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

### **Reporting Minority and Women Business Enterprise Participation**

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBEs/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for further work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

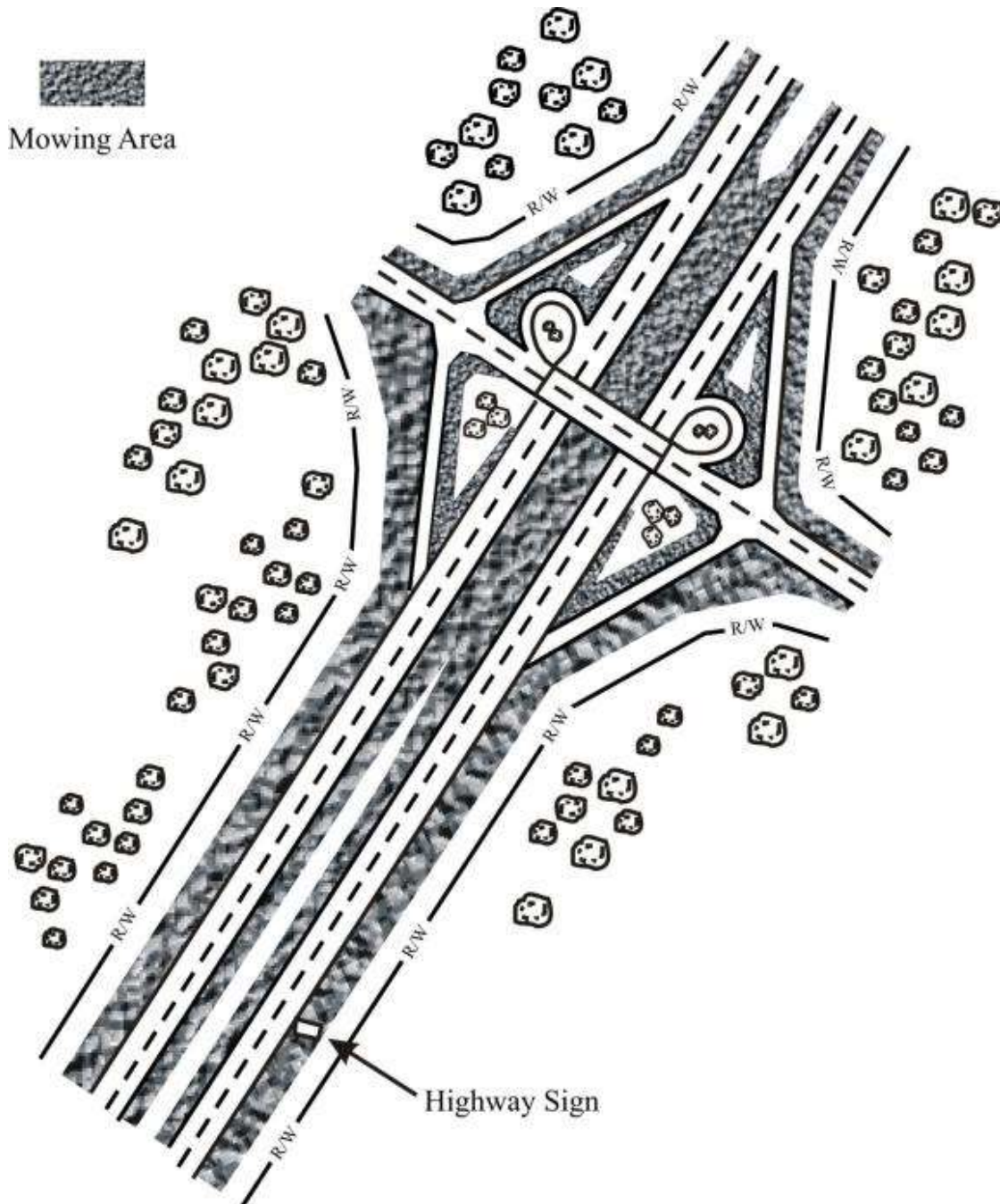
**Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.



## **APPENDIX**

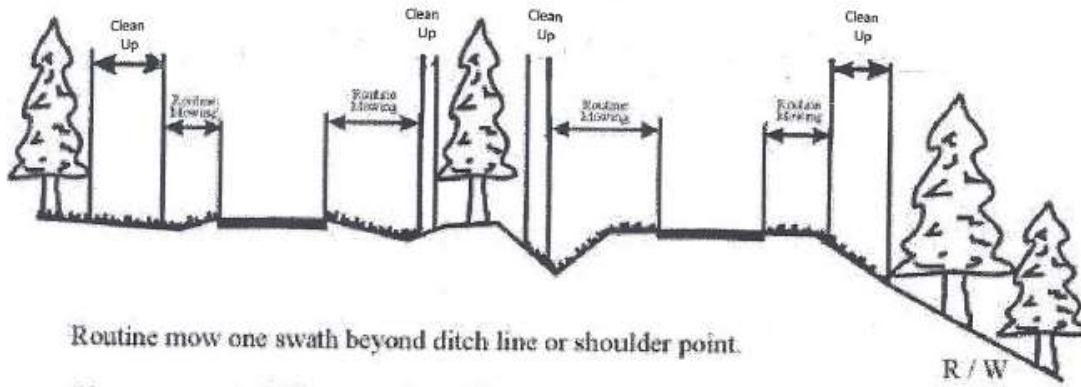
**Note:** The following drawings may be identified as “ditch” or “swath”. Refer to the Project Special Provisions to identify which drawings will pertain to a contract awarded pursuant to this RFP.

**TYPICAL SECTIONS*****TYPICAL MULTI-LANE HIGHWAY***

Note: On divided highways, mowing in the median shall be performed in accordance with the established mowing patterns.

*TYPICAL FOUR LANE HIGHWAY SECTION SPREAD MEDIAN*

For Swath Contracts:

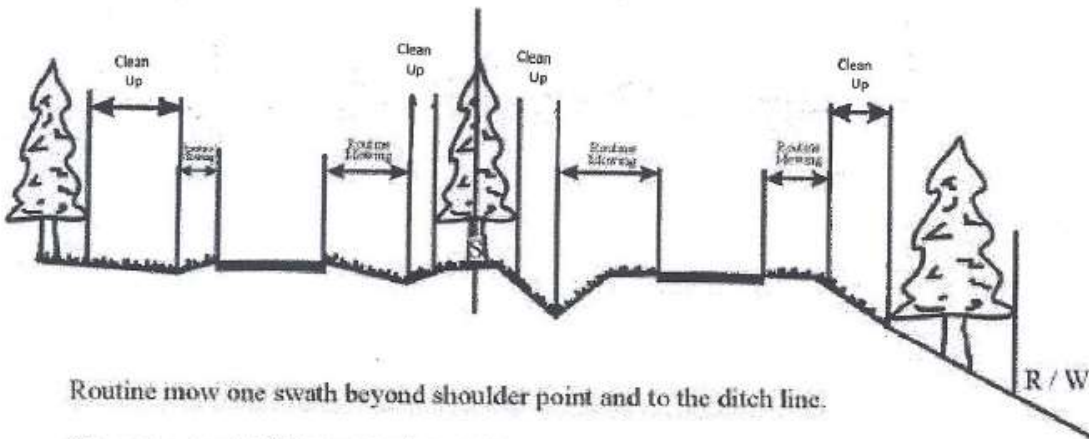


Routine mow one swath beyond ditch line or shoulder point.

Cleanup mow to R/W or mowing pattern.

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For Ditch Contracts:

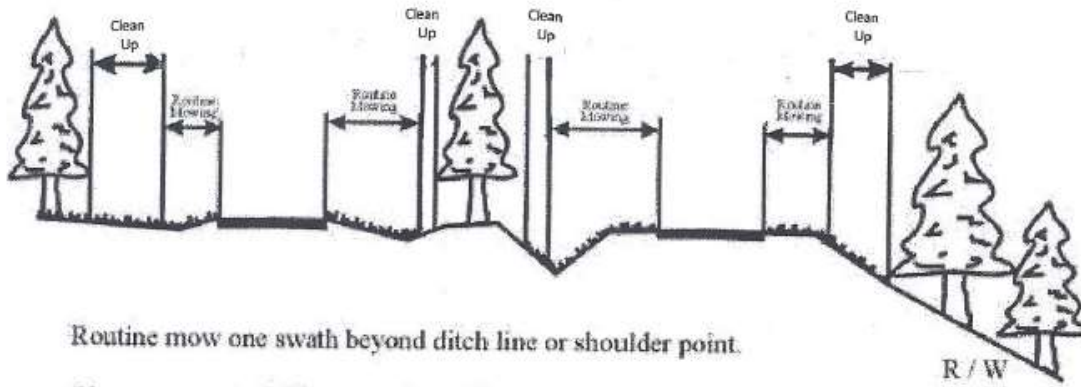


Routine mow one swath beyond shoulder point and to the ditch line.

Cleanup mow to R/W or mowing pattern.

*TYPICAL FOUR LANE HIGHWAY SECTION SPREAD MEDIAN*

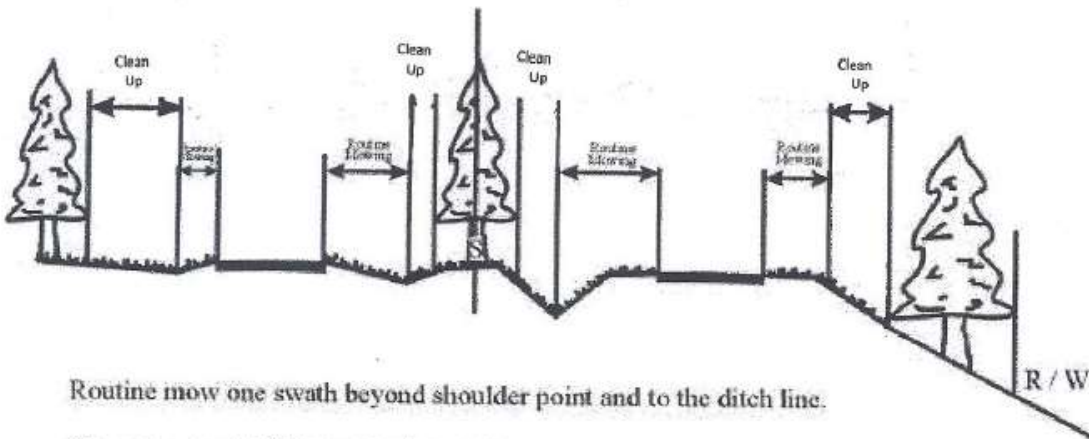
For Swath Contracts:



Routine mow one swath beyond ditch line or shoulder point.

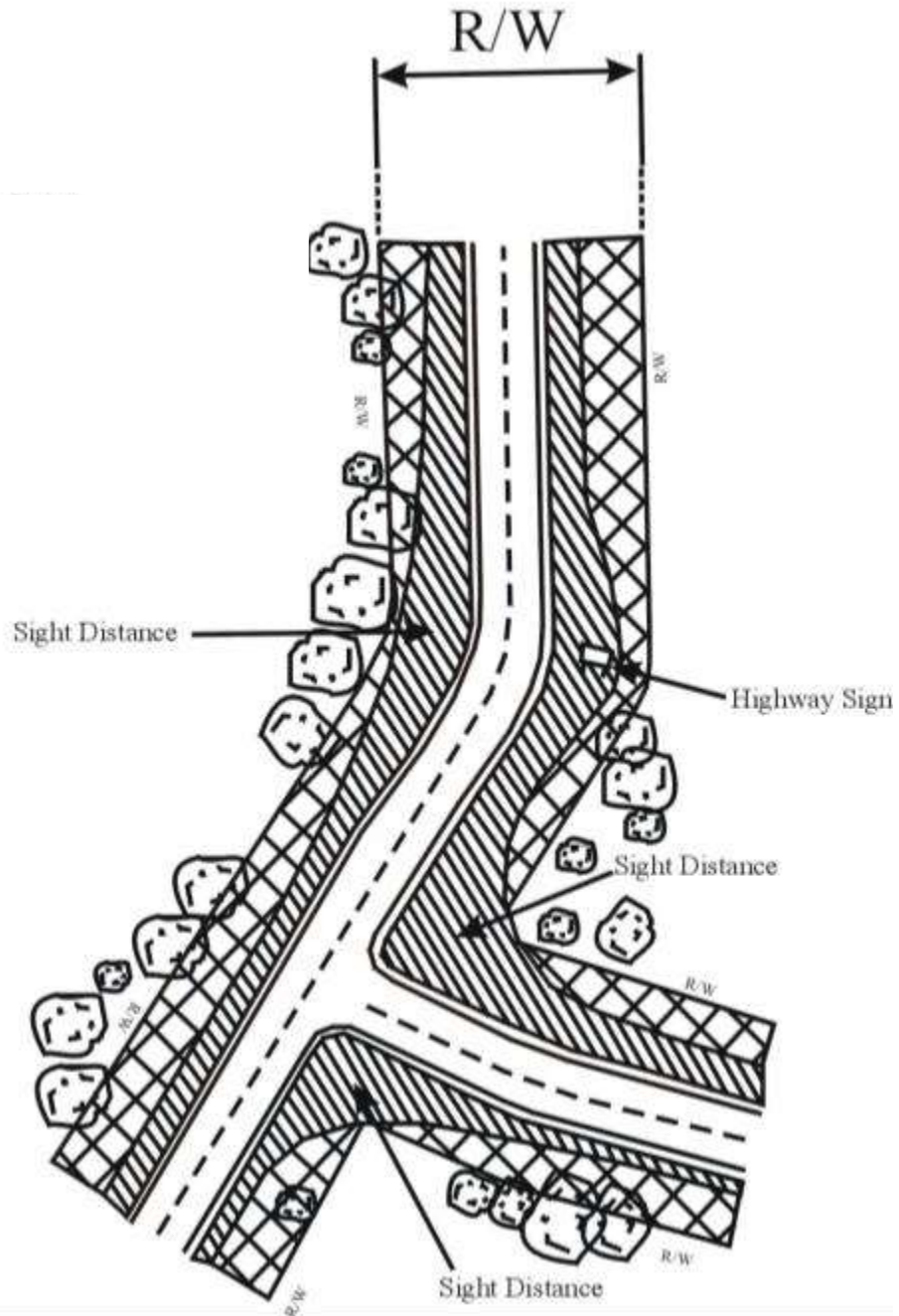
Cleanup mow to R/W or mowing pattern.

For Ditch Contracts:



Routine mow one swath beyond shoulder point and to the ditch line.

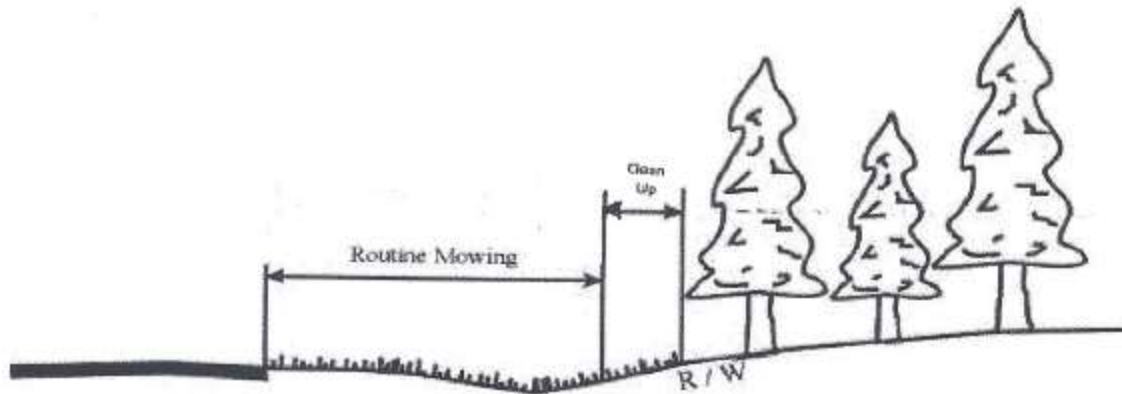
Cleanup mow to R/W or mowing pattern.

***TYPICAL TWO LANE HIGHWAY***



*TYPICAL CUT SECTION WITH SLOPE FLATTER THAN 2:1*

For Swath Contracts:

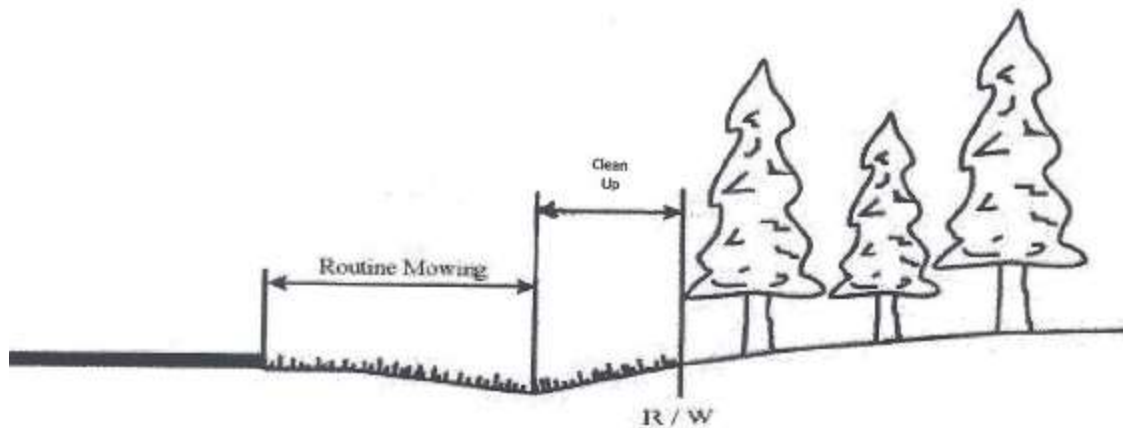
**TYPICAL CUT SECTION WITH SLOPE FLATTER THAN 2:1**

Routine mowing to one swath beyond ditch line.

Cleanup mow to established mowing pattern line or R/W.

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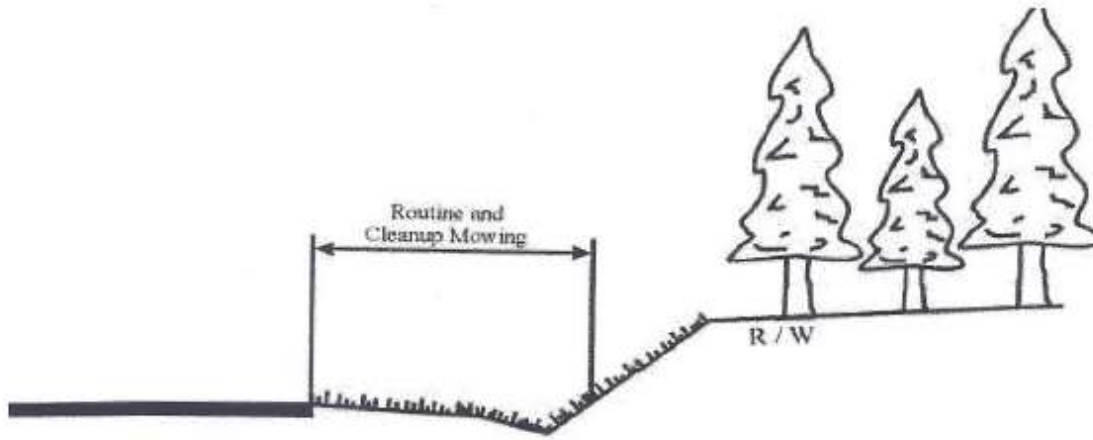
For Ditch Contracts:

**TYPICAL CUT SECTION WITH SLOPE FLATTER THAN 2:1**

Routine mowing to ditch line.

Cleanup mow to established mowing pattern line or R/W.

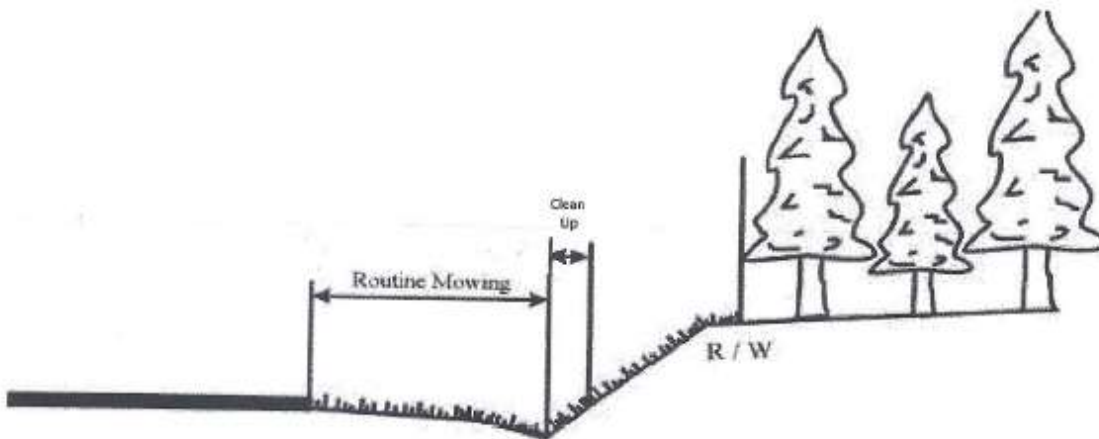
*TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER*  
For Swath Contracts:



*TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER.*  
Routine and cleanup mowing to ditch line and one swath onto cut slope.

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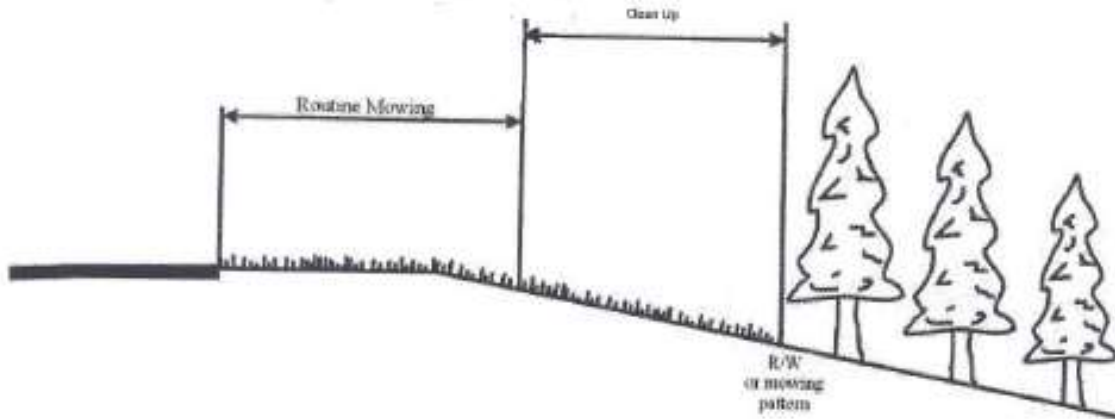
For Ditch Contracts:



*TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER.*  
Routine mowing to ditch line.  
Clean up mowing one swath up cut slope.

*TYPICAL FILL SECTION WITH SLOPE FLATTER THAN 2:1*

For Swath and Ditch Contracts:

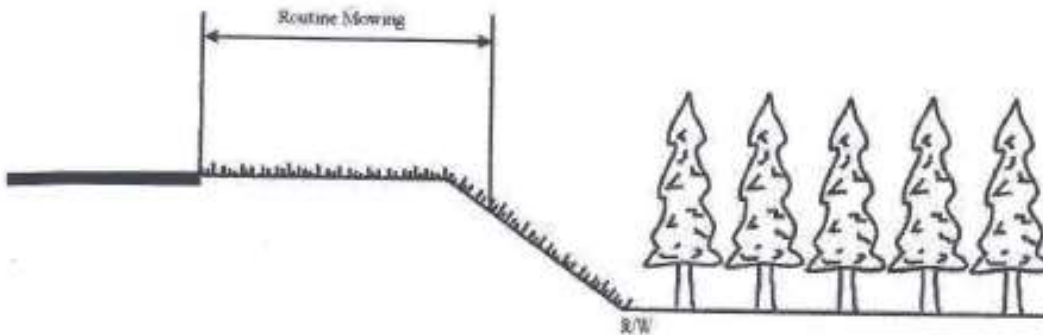


*TYPICAL FILL SECTION WITH SLOPE FLATTER THAN 2:1.*

Routine mow one swath beyond shoulder point.  
Cleanup mow to R/W or mowing pattern.

*TYPICAL FILL SECTION WITH SLOPE 2:1 AND STEEPER*

For Swath and Ditch Contracts:



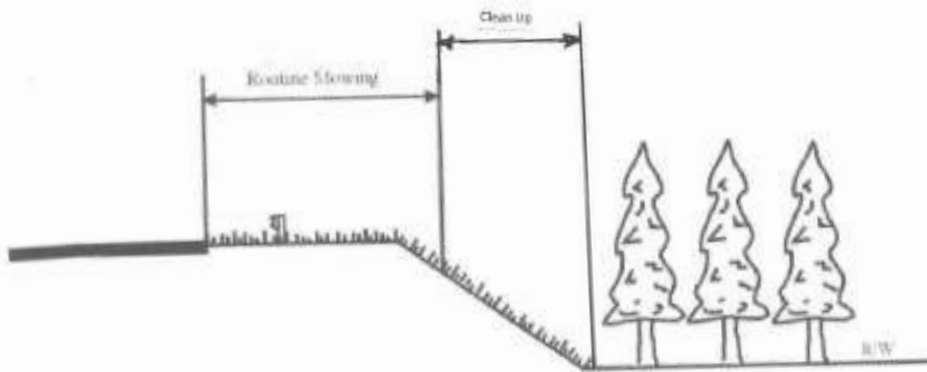
*TYPICAL FILL SECTION WITH SLOPE 2:1 AND STEEPER.*

Routine mow shoulder and one swath beyond shoulder point.  
No Clean Up mowing.



***TYPICAL FILL SECTION WITH ROOM BEHIND GUARDRAIL FOR MOWER***

For Swath and Ditch Contracts:



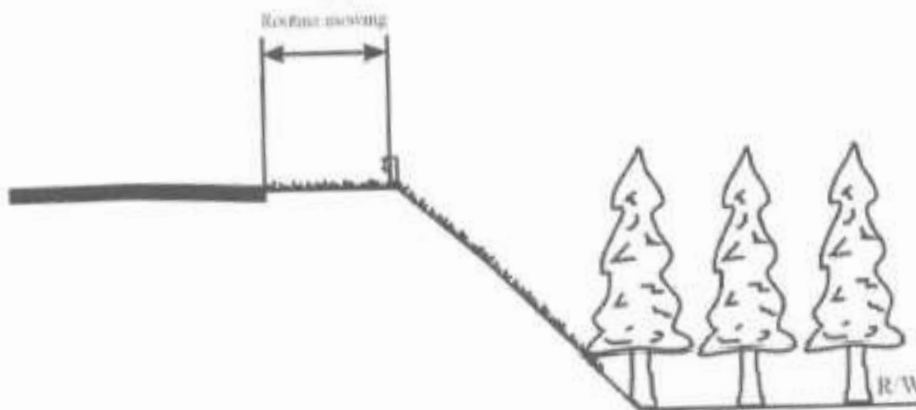
***TYPICAL FILL SECTION WITH ROOM BEHIND GUARDRAIL FOR MOWER.***

Routine mow one swath behind guardrail and one swath down fill slope.

Clean Up mow from Routine mowing limit to toe of slope.

***TYPICAL FILL SECTION WITH GUARDRAIL NEAR SHOULDER POINT***

For Swath and Ditch Contracts:



***TYPICAL FILL SECTION WITH GUARDRAIL NEAR SHOULDER POINT.***

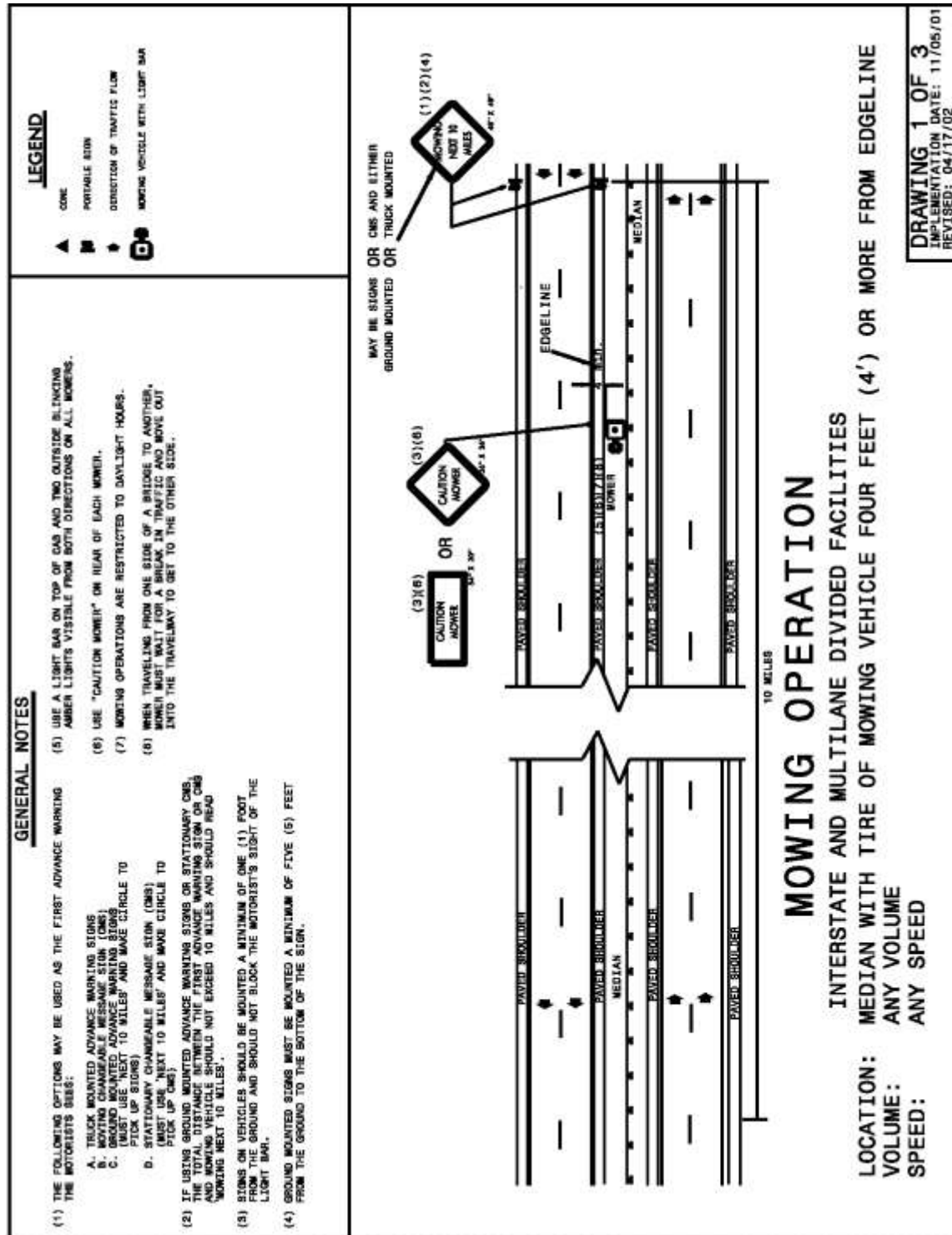
Routine mow to guardrail.

No Clean Up Mowing.

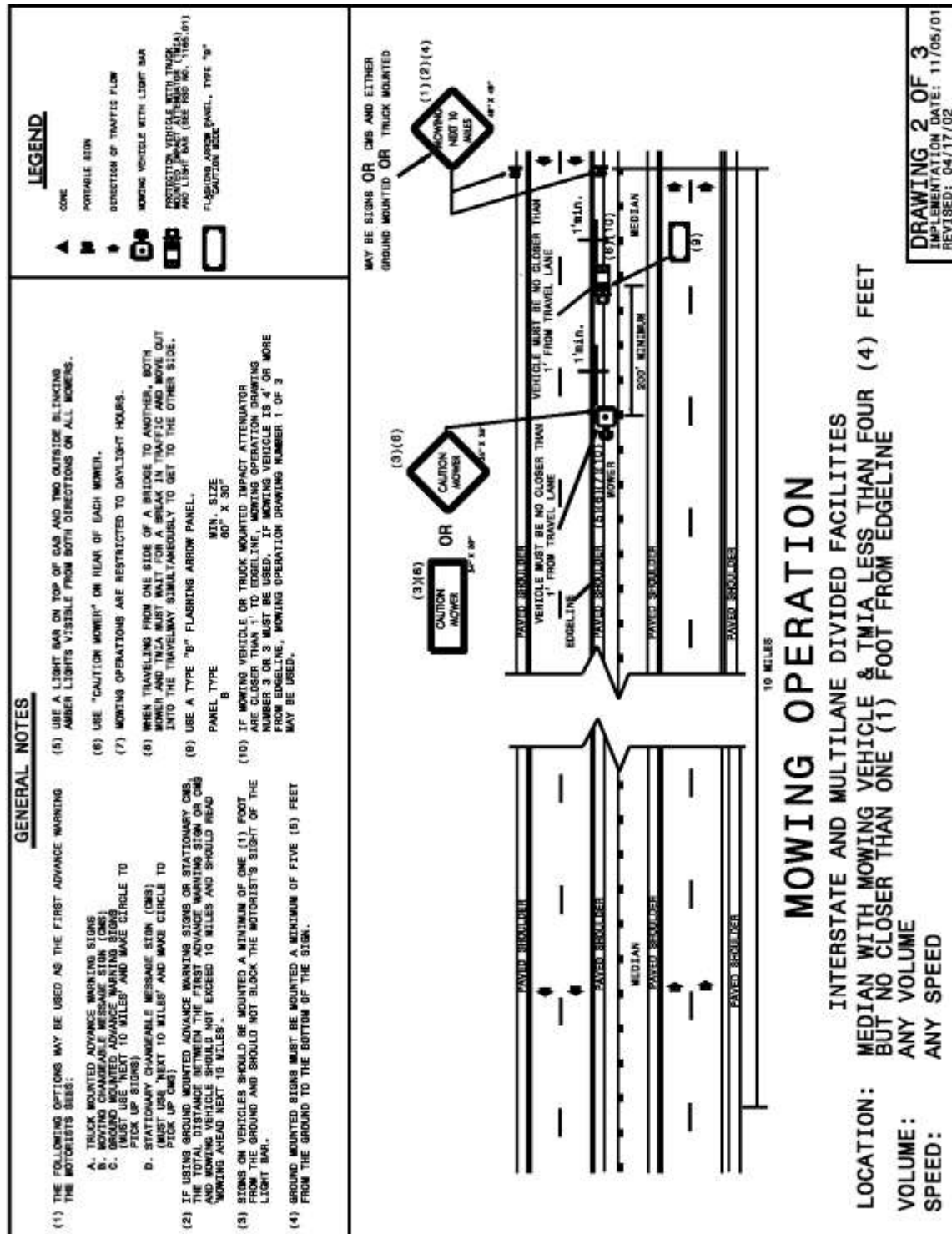
***TYPICAL CURB AND GUTTER SECTION***

For Swath and Ditch Contracts:

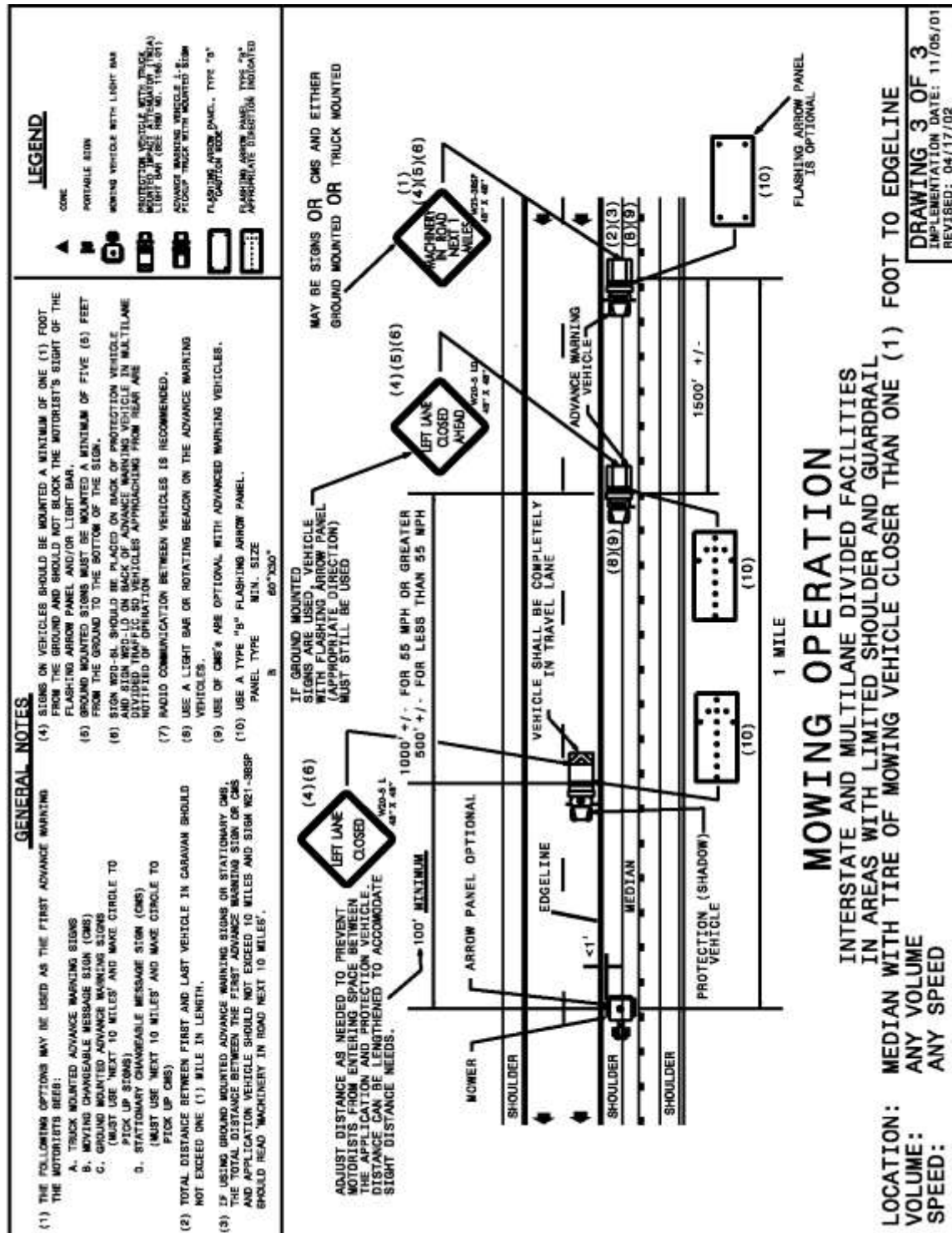


**MULTI-LANE OPERATION DIAGRAMS****DIAGRAM 1**

**DIAGRAM 2**



**DIAGRAM 3**



**TYPICAL SECTIONS FOR TRIMMING AND LITTER PICKUP OPERATION**

**TYPICAL INTERCHANGE CONFIGURATIONS  
SHOWING THE LIMITS FOR  
VEGETATION TRIMMING OF STATIONARY OBJECTS  
AND LITTER/DEBRIS REMOVAL**

- Vegetation trimming includes sight distances at ramp connections
- Litter removal includes all areas visible from the road



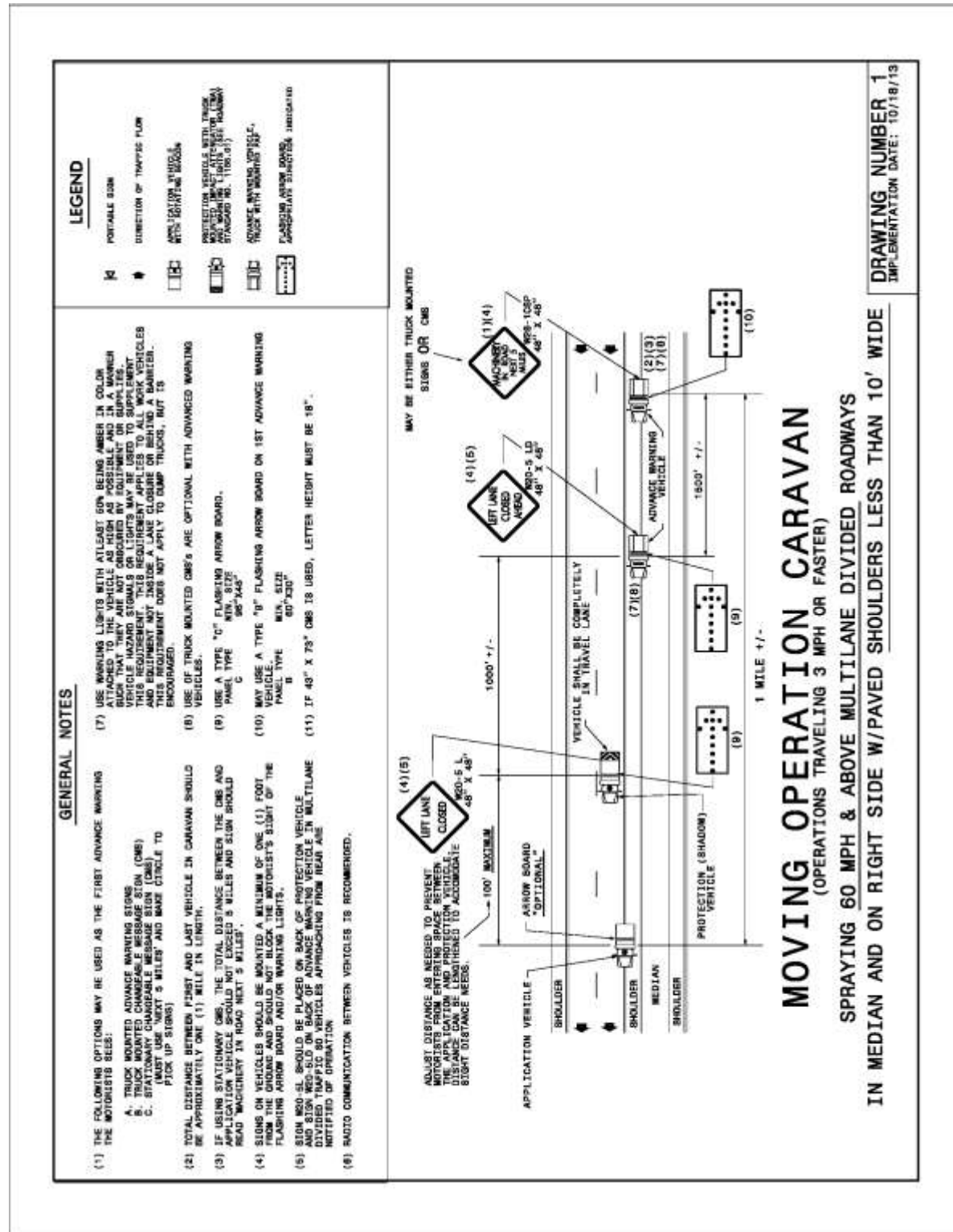
**LITTER PICKUP OPERATION DIAGRAMS****DIAGRAM 1**

DIAGRAM 2

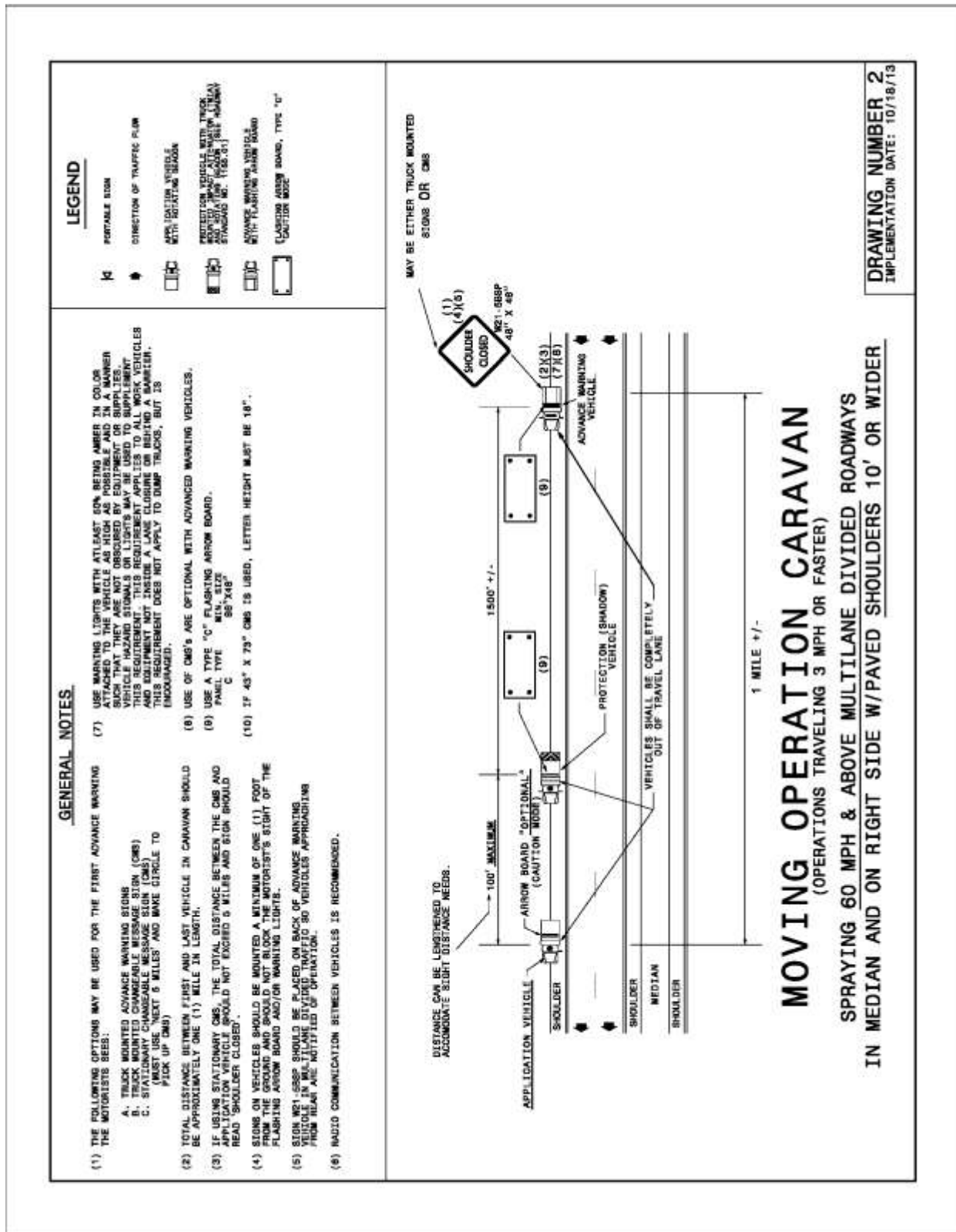
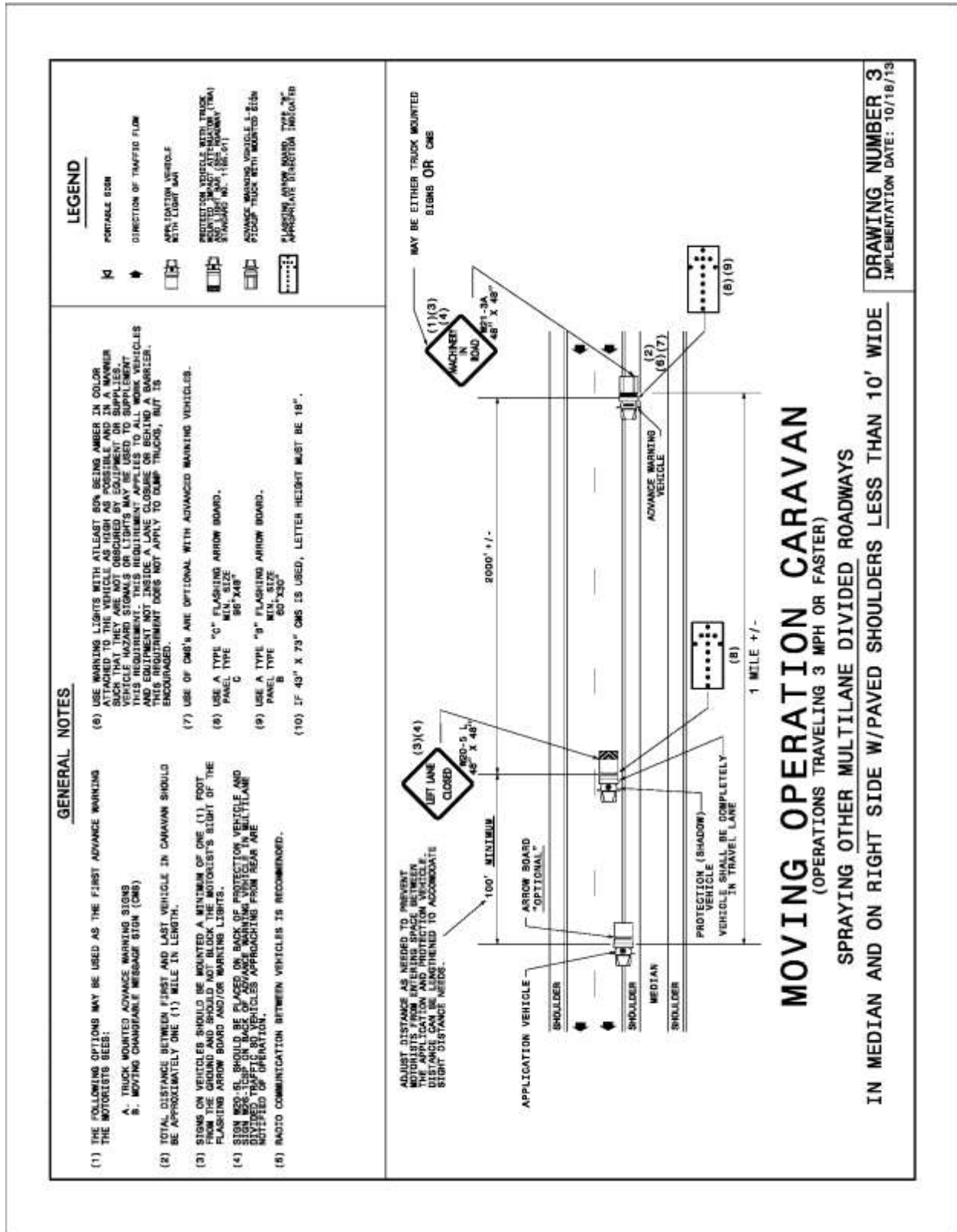
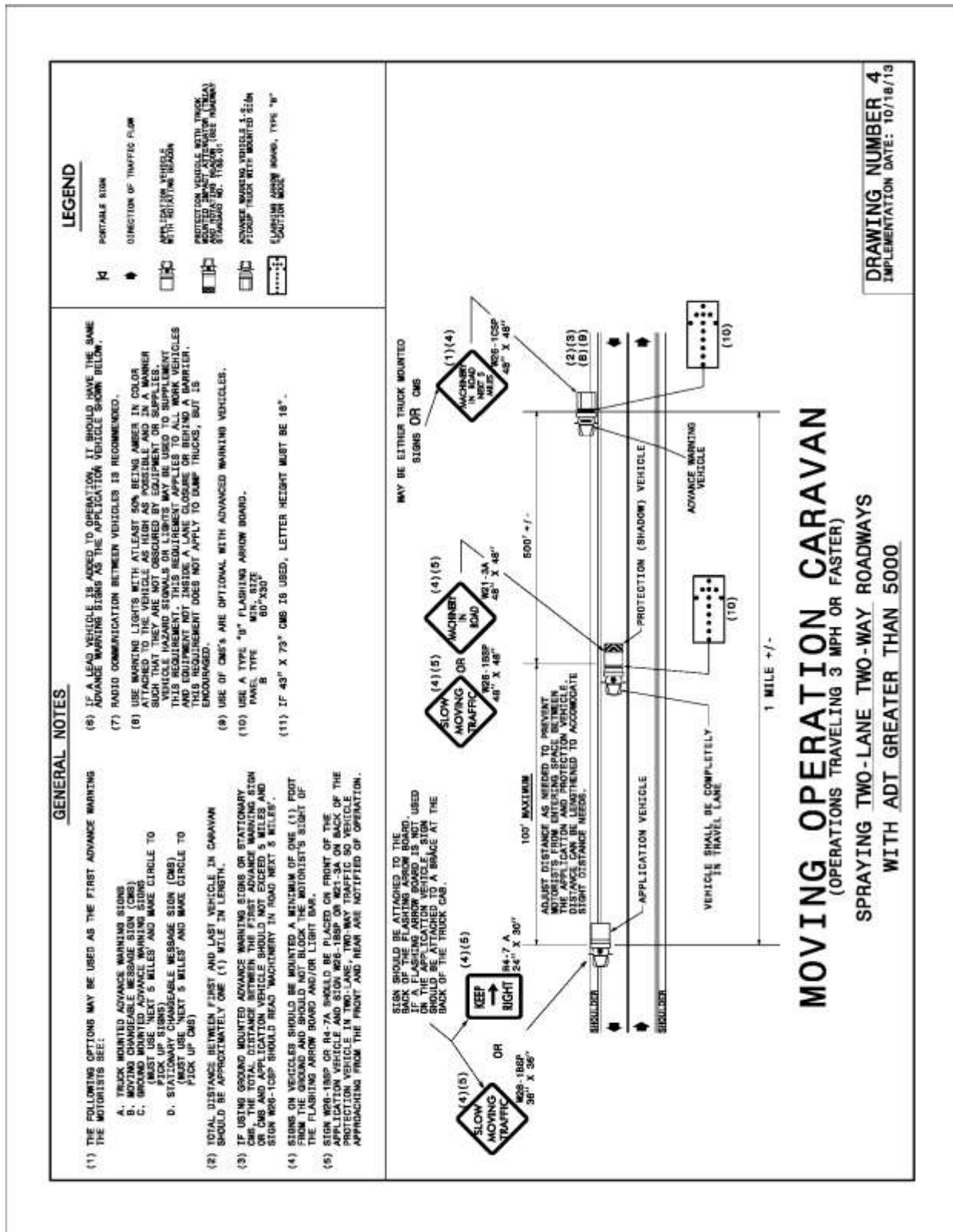




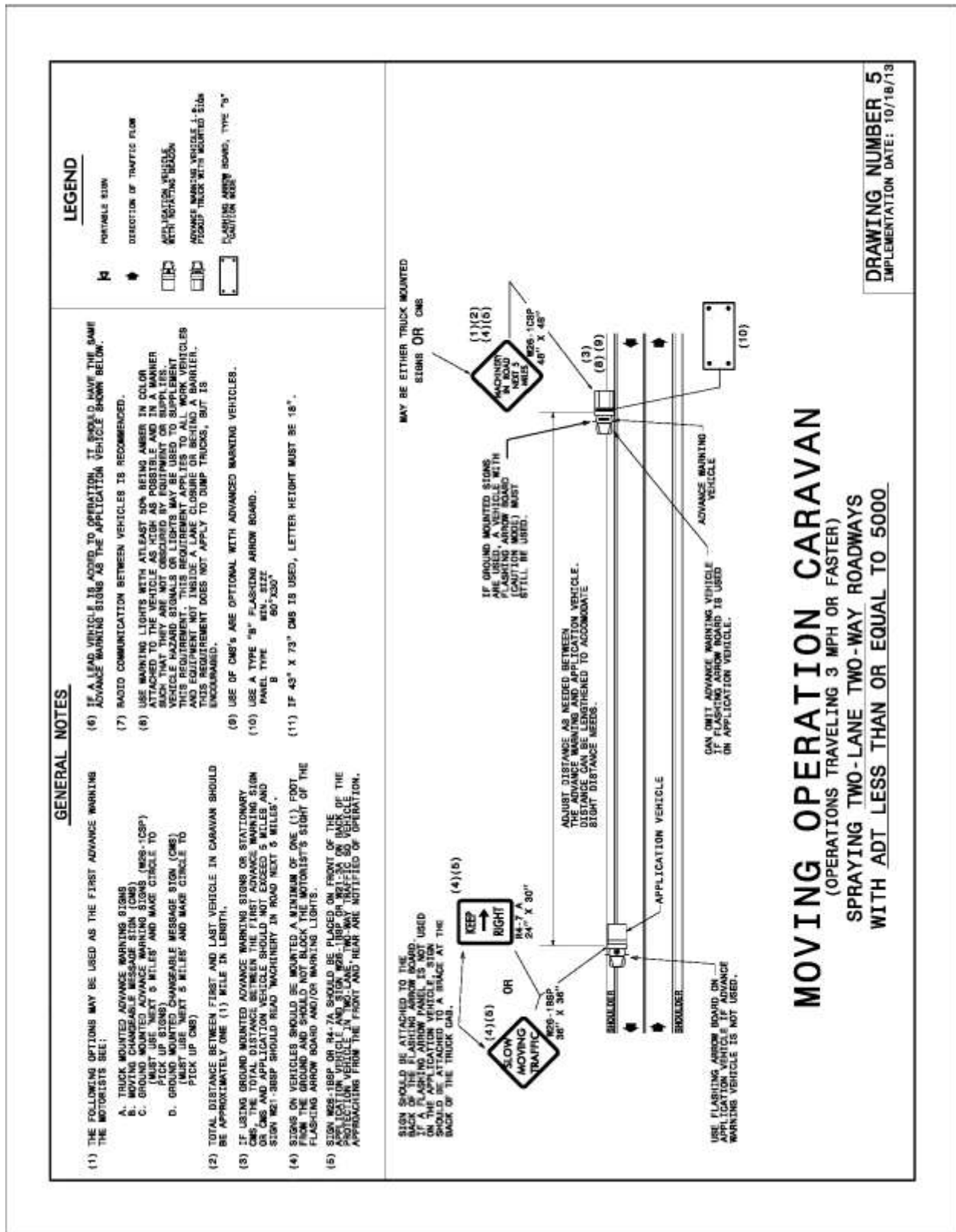
DIAGRAM 3



## DIAGRAM 4



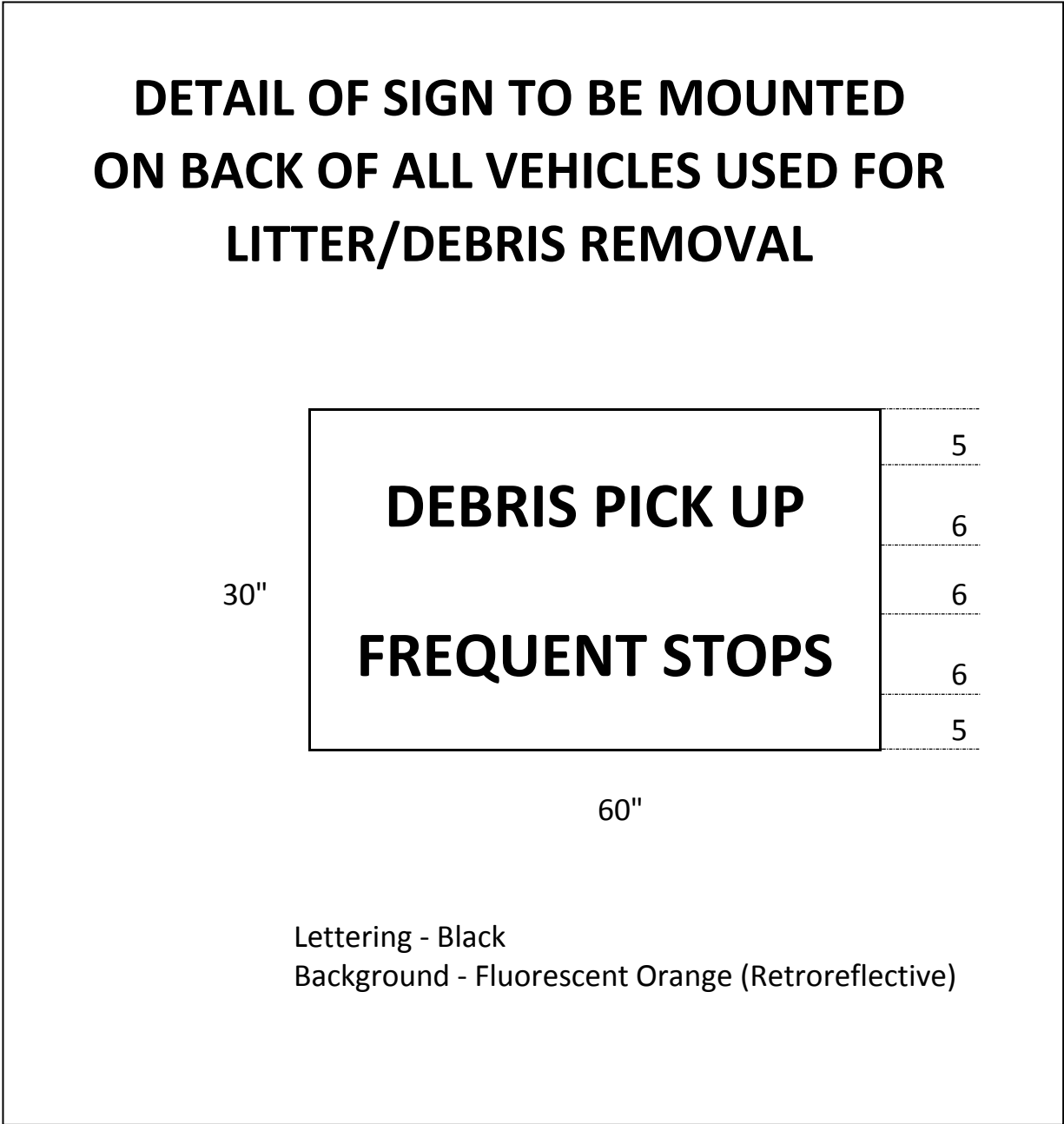
**DIAGRAM 5**



**SERVICE VEHICLES**

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.	1-12 ENGLISH STANDARD DRAWING FOR <b>WORK VEHICLE LIGHTING SYSTEMS          AND TMA DELINEATION</b>	SHEET 1 OF 1 <b>1165.01</b>
<b>LIGHT SYSTEM OPTIONS</b> 1. TRUCKS WITHIN THE "DUMP BODY" CATEGORY SHALL BE EQUIPPED WITH: A. WHITE FULL-ARCH LIGHTS AND WHITE CON. IN 12" SP. MAX. B. WHITE 12" CON. LIGHTS (SEE FIG. 1165.01-1) C. 2 HIGH INTENSITY STROBE LIGHTS (CLASS 2) MOUNTED FLANK AND FRONT (ONE MOUNTED ON EACH SIDE OF THE REARWARD) D. TRUCKS WITH DUMP BODIES- (NOT TRAILERS), ALL INCL. (MOUNTED) E. 2 HIGH INTENSITY STROBE LIGHTS (CLASS 2) MOUNTED FLANK AND FRONT (ONE MOUNTED ON EACH SIDE OF THE REARWARD) F. ANY LIGHTS NOT MOUNTED ON DUMP BODY OF THE TRUCK SHALL BE PROHIBITED	<b>TMA DELINEATION</b> WHITE END OF ATTACHMENT SHALL BE DELINEATED BLACK STRIPES NON-REFLECTIVE YELLOW STRIPES REFLECTIVE SHEETING TRAILER LIGHT SYSTEM	1-12 ENGLISH STANDARD DRAWING FOR <b>WORK VEHICLE LIGHTING SYSTEMS          AND TMA DELINEATION</b>
STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.	1-12 ENGLISH STANDARD DRAWING FOR <b>WORK VEHICLE LIGHTING SYSTEMS          AND TMA DELINEATION</b>	SHEET 1 OF 1 <b>1165.01</b>

*SIGN DETAIL FOR LITTER/DEBRIS REMOVAL VEHICLE*



***REQUIRED SIGNS***

Grass Mowing Advance Warning Signs (W10-10A and W10-10)

W10-10A  
48" X 48"



W10-10  
36"X36"  
48"X48"

Caution Mower (W10-11A and W10-11)

W10-11A  
36" x 36"



W10-11  
54"X30"

Litter Pickup Advance Warning Signs (W10-10A and W10-10)

W10-10A  
48" X 48"



W10-10  
36"X36"  
48"X48"

**PLANT AND PEST QUARANTINE INFORMATION*****COUNTY BY COUNTY LISTING***

<b>County</b>	<b>Imported Fire Ant*</b>	<b>Witchweed**</b>	<b>Other Noxious Weeds</b>	<b>Gypsy Moth***</b>	<b>Emerald Ash Borer</b>
Alamance	Yes*	No	No	No	Yes
Alexander	No	No	No	No	Yes
Alleghany	No	No	Oriental Bittersweet	No	Yes
			Mile-a-Minute		
Anson	Yes	No	No	No	Yes
Ashe	No	No	Canada Thistle	No	Yes
			Oriental Bittersweet		
Avery	No	No	Canada Thistle	No	Yes
			Oriental Bittersweet		
Beaufort	Yes	No	No	No	Yes
Bertie	Yes	No	No	No	Yes
Bladen	Yes	Yes	Uruguay Waterprimrose	No	Yes
Brunswick	Yes	No	Uruguay Waterprimrose	No	Yes
			Beach Vitex		
Buncombe	No	No	Musk Thistle	No	Yes
			Oriental Bittersweet		
Burke	Yes*	No	No	No	Yes
Cabarrus	Yes	No	No	No	Yes
Caldwell	No	No	No	No	Yes
Camden	Yes	No	No	No	Yes
Carteret	Yes	No	Beach Vitex	No	Yes
Caswell	No	No	No	No	Yes
Catawba	Yes	No	No	No	Yes
Chatham	Yes	No	Musk Thistle	No	Yes
Cherokee	Yes	No	Oriental Bittersweet	No	Yes
Chowan	Yes	No	No	No	Yes
Clay	Yes	No	Oriental Bittersweet	No	Yes
Cleveland	Yes	No	Musk Thistle	No	Yes
Columbus	Yes	No	Uruguay Waterprimrose	No	Yes
Craven	Yes	No	No	No	Yes
Cumberland	Yes	Yes	No	No	Yes
Currituck	Yes*	No	Beach Vitex	Yes	Yes
Dare	Yes*	No	Beach Vitex	Yes	Yes
Davidson	Yes*	No	Bushkiller	No	Yes
Davie	No	No	No	No	Yes
Duplin	Yes	No	No	No	Yes
Durham	Yes*	No	Uruguay Waterprimrose	No	Yes
Edgecombe	Yes	No	No	No	Yes
Forsyth	No	No	Lythrum	No	Yes
			Bushkiller		
Franklin	Yes	No	No	No	Yes
Gaston	Yes	No	Musk Thistle	No	Yes
Gates	Yes	No	No	No	Yes
Graham	Yes	No	Oriental Bittersweet	No	Yes

Granville	Yes*	No	Uruguay Waterprimrose	No	Yes
Greene	Yes	No	No	No	Yes
Guilford	Yes*	No	No	No	Yes
Halifax	Yes*	No	Eurasian Watermilfoil	No	Yes
Harnett	Yes	No	No	No	Yes
Haywood	No	No	Oriental Bittersweet	No	Yes
			Canada Thistle		
			Plumeless Thistle		
Henderson	No	No	Musk Thistle	No	Yes
			Oriental Bittersweet		
Hertford	Yes*	No	No	No	Yes
Hoke	Yes	No	No	No	Yes
Hyde	Yes	No	Uruguay Waterprimrose	No	Yes
			Beach Vitex		
Iredell	Yes*	No	No	No	Yes
Jackson	No	No	Plumeless Thistle	No	Yes
			Oriental Bittersweet		
Johnston	Yes	No	No	No	Yes
Jones	Yes	No	No	No	Yes
Lee	Yes	No	No	No	Yes
Lenoir	Yes	No	No	No	Yes
Lincoln	Yes	No	Musk Thistle	No	Yes
McDowell	No	No	No	No	Yes
Macon	Yes	No	Oriental Bittersweet	No	Yes
Madison	No	No	Oriental Bittersweet	No	Yes
			Plumeless Thistle		
			Musk Thistle		
Martin	Yes	No	No	No	Yes
Mecklenburg	Yes	No	Bushkiller	No	Yes
Mitchell	No	No	Canada Thistle	No	Yes
			Oriental Bittersweet		
Montgomery	Yes	No	No	No	Yes
Moore	Yes	No	No	No	Yes
Nash	Yes	No	No	No	Yes
New Hanover	Yes	No	Puncturevine	No	Yes
			Uruguay Waterprimrose		
			Beach Vitex		
Northampton	Yes	No	Canada Thistle	No	Yes
			Eurasian Watermilfoil		
Onslow	Yes	No	Beach Vitex	No	Yes
Orange	Yes*	No	Uruguay Waterprimrose	No	Yes
			Yellow Fieldcress		
Pamlico	Yes	No	No	No	Yes
Pasquotank	Yes	No	No	No	Yes
Pender	Yes	Yes	Beach Vitex	No	Yes
Perquimans	Yes	No	Eurasian Watermilfoil	No	Yes
Person	No	No	No	No	Yes
Pitt	Yes	No	No	No	Yes
Polk	Yes	No	No	No	Yes



May 8, 2018

Appendix

54-SM-02-11803655

Randolph	Yes	No	Musk Thistle	No	Yes
Richmond	Yes	No	No	No	Yes
Robeson	Yes	Yes	No	No	Yes
Rockingham	No	No	No	No	Yes
Rowan	Yes	No	Musk Thistle	No	Yes
Uruguay Waterprimrose					
Rutherford	Yes	No	Musk Thistle	No	Yes
Sampson	Yes	Yes	No	No	Yes
Scotland	Yes	No	No	No	Yes
Stanly	Yes	No	No	No	Yes
Stokes	No	No	No	No	Yes
Surry	No	No	No	No	Yes
Swain	No	No	Oriental Bittersweet	No	Yes
Transylvania	No	No	Oriental Bittersweet	No	Yes
Tyrrell	Yes	No	Erasian Watermilfoil	No	Yes
Union	Yes	No	No	No	Yes
Vance	Yes*	No	No	No	Yes
Wake	Yes	No	Uruguay Waterprimrose	No	Yes
Warren	No	No	Eurasian Watermilfoil	No	Yes
Uruguay Waterprimrose					
Washington	Yes	No	No	No	Yes
Watauga	No	No	Plumeless Thistle	No	Yes
Purple Loosestrife					
Oriental Bittersweet					
Wayne	Yes	No	No	No	Yes
Wilkes	No	No	Oriental Bittersweet	No	Yes
Wilson	Yes	No	No	No	Yes
Yadkin	No	No	No	No	Yes
Yancey	No	No	Canada Thistle	No	Yes
Oriental Bittersweet					

\*Counties with Yes\* are partially regulated.

\*\* All counties in the Witchweed quarantine list are partially regulated.

\*\*\*Dare county is partially regulated

Note: Entire state is under quarantine for emerald ash borer

See <http://www.ncagr.com/plantindustry/plant/weed/noxweed.htm>

or call 1.800.206.9333 for a list of noxious weeds in North Carolina

**NCDA&CS Plant Industry Division - Plant Protection Section**  
**Plant Pest Administrator - Phillip L. Wilson**  
**Mailing Address:** 1060 Mail Service Center, Raleigh NC 27699-1060  
**Physical Address:** 216 West Jones Street, Raleigh NC 27603  
**Phone:** (919) 707-3753 | **FAX:** (919) 733-1041

**THREATENED AND ENDANGERED PLANT SPECIES**

Threatened and endangered plant populations may consist of plant groups located one half mile or more apart. Population numbers are subject to change as new populations are discovered, some die off, and occasionally nearby groups of plants are combined into one population for tracking purposes.

Information on each county can be found at this website:

[https://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/fieldops/endangered/](https://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/endangered/)

**Current data and exact locations should be verified through Division and County personnel.**

**PLANT PROTECTION – NO MOWING/NO SPRAYING**

SP-04315

24" X 24"

**GREENE / PITT LITTER ROUTES**

Map Num	County	Route	Beginning of Route	End of Route	SHM Per/Cycle	Cycles Per Year	SHM Per/Year	Remarks
---------	--------	-------	--------------------	--------------	---------------	-----------------	--------------	---------

2 Lane Undivided Routes								
1	Pitt	US 13	Greene County	NC 11	22.06	7	154.42	2 Lane Section
2	Pitt	US 264 Alt	Greene County	US 13	14.30	7	100.1	2 Lane Section
3	Pitt	NC 43	Craven	264 Alt	32.92	7	230.44	2 Lane Section
4	Greene	US 13	Wayne County	Pitt County	36.76	7	257.32	2 Lane Section
5	Greene	SR 1401	Hwy 903	SR 1400	2.20	7	15.4	2 Lane Section
6	Greene	SR 1103	Hwy 58	Hwy 258	6.44	7	45.08	2 Lane Section
7	Greene	SR 1104	Hwy 13	Lenoir County	11.40	7	79.8	2 Lane Section
8	Greene	SR 1117	Hwy 258	SR 1119	4.22	7	29.54	2 Lane Section
Total 2 Lane					130.30		912.10	

4 Lane Divided Routes								
9	*Pitt	US 264	Greene Co. Line	US 13	80.36	7	562.52	Freeway Section
10	*Pitt	US 264	US 13	Beaufort County	48.80	7	341.6	Freeway Section
11	*Pitt	NC 11	Lenoir County	SR 1131	42.44	7	297.08	4 Lane Divided
12	*Pitt	US 13	Tar River Bridge	Edgecombe Co.	58.40	7	408.8	4 Lane Divided
13	*Greene	US 264	Wilson Co. Line	Pitt County Line	16.72	7	117.04	Freeway Section
Total 4 Lane					246.72		1727.04	

	2 Lane	Total SHM
Pri.	Pitt Co.	69.28
Pri.	Greene Co.	36.76
Sec.	Greene Co.	24.26

	<u>SHM/Cycle</u>	<u>SHM/Year</u>
Total All 2 & 4 Lane	377.02	2639.14

	4 Lane	Total SHM
Pri.	Pitt Co.	230.00
Pri.	Greene Co.	16.72

\*Targeted Routes For Holidays

Map Num	County	Route	Beginning of Route	End of Route	SHM Per/Cycle	Cycle Picked UP	Remarks
---------	--------	-------	--------------------	--------------	---------------	-----------------	---------

Pitt 2 Lane Additional Undivided Routes							
14	Pitt	US 258 N	US 264	Fountain City Limits	8.44	Cycle 4	2 Lane Section
15	Pitt	US 258 N	C&G (Fountain)	Edgecombe County	1.36	Cycle 4	2 Lane Section
16	Pitt	US 258 S	Farmville City Limits	Pitt County Line	1.76	Cycle 4	2 Lane Section
17	Pitt	US 258 Bus	264 W	Farmville City Limits	1.38	Cycle 4	2 Lane Section
18	Pitt	US 258 TRK RT	264 W	264 Alternate	5	Cycle 4	2 Lane Section
19	Pitt	US 64 Alt E	US 13 N	Martin County Line	3	Cycle 4	2 Lane Section
20	Pitt	US 64 Alt W	SR 1429	Edgecombe County	6.64	Cycle 4	2 Lane Section
21	Pitt	US 13 Bus	US 13 N	Edgecombe County	5.6	Cycle 4	2 Lane Section
22	Pitt	NC 30 E	Stokes City Limits	US 264 E	13.84	Cycle 7	2 Lane Section
23	Pitt	NC 30 W	Stokes City Limits	US 13 N	15.16	Cycle 7	2 Lane Section
24	Pitt	NC 33 E	SR 1755	SR 1533	4.2	Cycle 2	2 Lane Section
25	Pitt	NC 33 E	SR 1755	Beaufort Co. Line	15.7	Cycle 2	2 Lane Section
26	Pitt	NC 33 E	Greene Street	US 264 E	4.4	Cycle 2	2 Lane Section
27	Pitt	NC 33 E	US 13 N	SR 1528	1.38	Cycle 2	2 Lane Section
28	Pitt	NC 33 W	US 13 N (Curb End)	Edgecombe County	25.2	Cycle 2	2 Lane Section

Total 2 Lane Add. 113.06

Cycle	SHM/Cycle
Cycle 1	
Cycle 2	50.88
Cycle 3	
Cycle 4	33.18
Cycle 5	
Cycle 6	
Cycle 7	29

Map Num	County	Route	Beginning of Route	End of Route	SHM Per/Cycle	Cycle Picked Up	Remarks
---------	--------	-------	--------------------	--------------	---------------	-----------------	---------

Pitt 2 Lane Additional Undivided Routes							
29	Pitt	NC 43 N	US 264	Falkland City Limits	12.8	Cycle 1	2 Lane Section
30	Pitt	NC 43 N	Falkland City Limits	Edgecombe Co. Line	7.04	Cycle 1	2 Lane Section
31	Pitt	NC 43 S	Bells Fork	Craven Co. Line	28	Cycle 1	2 Lane Section
32	Pitt	NC 102 W	Ayden City Limits	NC 903 S	5.42	Cycle 5	2 Lane Section
33	Pitt	NC 102 E	Ayden City Limits	Beaufort Co. Line	28.42	Cycle 5	2 Lane Section
34	Pitt	NC 118	SR 1907	Craven Co. Line	11.8	Cycle 4	2 Lane Section
35	Pitt	NC 121 N	NC 43 N	Farmville City Limits	15.06	Cycle 6	2 Lane Section
36	Pitt	NC 121 S	Farmville City Limits	Wilson County Line	5.74	Cycle 6	2 Lane Section
37	Pitt	NC 222 E	NC 33 N	NC 43 N	4.32	Cycle 6	2 Lane Section
38	Pitt	NC 222 W	Falkland City Limits	Fountain City Limits	14.38	Cycle 6	2 Lane Section
39	Pitt	NC 222 W	Fountain City Limits	Wilson County Line	5.32	Cycle 6	2 Lane Section
40	Pitt	NC 903 N	US 13 S	SR 1544	12.1	Cycle 3	2 Lane Section
41	Pitt	NC 903 N	Stokes City Limits	Martin County Line	8.44	Cycle 3	2 Lane Section
42	Pitt	NC 903 S	NC 11 S	Greene County Line	15	Cycle 3	2 Lane Section
43	Pitt	SR 1203	Hwy 13/264 A	SR 1467	4.48	Cycle 3	2 Lane Section
44	Pitt	SR 1202	Arlington Road	SR 1204	2.44	Cycle 3	2 Lane Section

Total 2 Lane Add. 180.76

Cycle	SHM/Cycle
Cycle 1	47.84
Cycle 2	
Cycle 3	42.46
Cycle 4	11.8
Cycle 5	33.84
Cycle 6	44.82
Cycle 7	

Map Num	County	Route	Beginning of Route	End of Route	SHM Per/Cycle	Cycle Picked Up	Remarks
---------	--------	-------	--------------------	--------------	---------------	-----------------	---------

Greene 2 Lane Additional Undivided Routes							
45	Greene	NC 58 South	Lenoir County	US 13	10.98	Cycle 1	2 Lane Section
46	Greene	NC 58 North	US 13	Wilson County	23.14	Cycle 4	2 Lane Section
47	Greene	NC 91	US 13	US 264 (Alternate)	21.38	Cycle 5	2 Lane Section
48	Greene	NC 91	US 264 (Alternate)	SR 1311	1.46	Cycle 4	2 Lane Section
49	Greene	NC 121	End of Divided Hwy	US 264 (Alternate)	0.58	Cycle 4	2 Lane Section
50	Greene	NC 121	US 264 (Alternate)	Pitt County	0.08	Cycle 4	2 Lane Section
51	Greene	NC 121	US 264 (Alternate)	Hwy 264 4-Lane	1.76	Cycle 4	2 Lane Section
52	Greene	NC 123	NC 58	US 13	20.52	Cycle 5	2 Lane Section
53	Greene	US 258	Lenoir County	Pitt County	20.5	Cycle 1	2 Lane Section
54	Greene	US 258 Trk Rt	US 258	US 13	3.18	Cycle 3	2 Lane Section
55	Greene	US 264 ALT	Wilson County	Pitt County	11.12	Cycle 3	2 Lane Section
56	Greene	NC 903 South	Lenoir County	Snow Hill	16.66	Cycle 2	2 Lane Section
57	Greene	NC 903 North	Snow Hill	Pitt County	19.2	Cycle 3	2 Lane Section

Total 2 Lane Add. 150.56

Cycle	SHM/Cycle
Cycle 1	31.48
Cycle 2	16.66
Cycle 3	33.5
Cycle 4	27.02
Cycle 5	41.9
Cycle 6	
Cycle 7	

# **BID SUBMITTAL PACKAGE**

State Route Shoulder and Median Mowing  
Including Vegetation Trimming and Litter/Debris Removal  
NCDOT Highway Division 2  
Greene and Pitt Counties

## **DATE**

May 8, 2018

## **PROPOSAL**

54-SM-02-11803655

## **CONTRACTING AGENCY**

State of North Carolina  
Department of Transportation  
Raleigh, North Carolina

Bidder: \_\_\_\_\_

*Company Name*



**PREPARATION AND SUBMISSION OF TRADITIONAL PAPER BIDS**

Paper bids shall be prepared and submitted in accordance with SSRS § 102-8 and the following requirements. Failure to comply with any requirement may cause the bid to be irregular and may be grounds for rejection of the bid. Only the Bid Submittal Package pages are to be submitted as your proposal. **One (1) signed original and two (2) signed copies of the Bid Submittal Package and all signed addenda; shall be submitted as the Bidder's proposal.**

1. All entries on the Contract Bid Form, including signatures shall be written in ink or typed.
2. The Bidder shall submit a unit price for each item listed in the Contract Bid Form. The Unit Price for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than TWO decimal places
3. An Amount Bid shall be entered in the Contract Bid Form for each item that a Unit Price has been entered. The Amount Bid for each item shall be determined by multiplying each Unit Price by the quantity for that item, and shall be written in figures in the Amount Bid column in the Contract Bid Sheet.
4. The total bid shall be written in figures in the Total Bid for Project section in the Contract Bid Form. The Total Bid for Project shall be determined by adding the Amount Bid for each item.
5. No changes shall be made to any entry. If any error is made, a new Contract Bid Form shall be prepared.
6. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, limited liability company, joint venture, individual or firm, submitting bid. **Corporations that have a corporate seal should include it on the bid.**
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number (or social security number of individual).
  - e. Contractor's License Number (if applicable).
7. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
8. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
9. The Bid Submittal Package shall be placed in a sealed envelope and shall be delivered to and received in the DOT Purchasing Section at the Transportation Building Complex at 1 South Wilmington Street, Room 334, Raleigh, NC 27601 by 2:00 pm on May 22, 2018.
10. The sealed bid should display the following statement on the front of the sealed envelope:

**QUOTATION FOR PROPOSAL NUMBER 54-SM-02-11803655  
SERVICES TO PROVIDE MOWING ON THE STATE HIGHWAY  
TO BE OPENED AT 2:00 PM ON MAY 22, 2018**

11. If not delivered in person, the sealed envelope should be placed in another envelope addressed as follows:

**Bid No. 54-SM-02-11803655  
Attention: Sharon McCalop  
N.C. Department of Transportation  
Purchasing Section  
1 South Wilmington Street, Room 334  
Raleigh, N.C. 27601**

Indicate proposal number and opening date on the bottom left hand corner of your envelope.

**Note: This is not a mailing address. This is a street delivery address. Mailed proposals will not be delivered and will be returned.**

Failure to address proposals correctly could result in delayed delivery service. Bids subject to the conditions made a part hereof will be received until 2:00 pm on May 22, 2018 and then publicly opened for furnishing the services as described herein. Opening of bids is to be in the NCDOT Transportation Building Complex located at 1 South Wilmington Street, Raleigh 27601.



**CONTRACT BID FORM**

ITEM	SEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Mowing – Primary Divided – Routine	<b>1,440</b>	SHM	\$	\$
2	SP	Mowing – Primary Divided – Cleanup	<b>576</b>	SHM	\$	\$
3	SP	Mowing – Primary Undivided – Routine	<b>2,510</b>	SHM	\$	\$
4	SP	Mowing – Primary Undivided – Cleanup	<b>1,004</b>	SHM	\$	\$
5	SP	Mowing – Secondary Divided – Routine	<b>20</b>	SHM	\$	\$
6	SP	Mowing – Secondary Divided – Cleanup	<b>8</b>	SHM	\$	\$
7	SP	Mowing – Secondary Paved – Routine	<b>10,670</b>	SHM	\$	\$
8	SP	Mowing – Secondary Paved – Cleanup	<b>4,268</b>	SHM	\$	\$
9	SP	Mowing – Secondary Unpaved – Routine	<b>560</b>	SHM	\$	\$
10	SP	Mowing – Secondary Unpaved – Cleanup	<b>224</b>	SHM	\$	\$
11	SP	Mowing – Additional	<b>10</b>	ACR	\$	\$
12	SP	Vegetation Removal at Stationary Objects	<b>940,437</b>	LF	\$	\$
13	SP	Litter/Debris Removal	<b>2,640</b>	SHM	\$	\$
14	SP	Litter/Debris Removal – Additional Annual	<b>450</b>	SHM	\$	\$
15	SP	Litter/Debris Removal – Additional Semi-Annual	<b>100</b>	SHM	\$	\$
16	SP	Remobilization	<b>1</b>	EA	\$	\$
<b>TOTAL BID FOR PROJECT: \$</b>						

**FOR NCDOT USE ONLY**

Offer accepted and contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on attached certification,

by \_\_\_\_\_ (Authorized representative of the NCDOT)

May 8, 2018

54-SM-02-11803655

**CONTRACTOR INFORMATION**

Company Name: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of individual authorized to answer questions concerning the information contained herein:

Name: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

**FEDERAL EMPLOYER IDENTIFICATION NUMBER**

The Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

Pursuant to N.C.G.S. § 132-1.10(b) this identification number shall not be released to the public. This page is segregated for ease of redaction pursuant to a valid public records request.

---

Identification Number

**REFERENCES**

The Bidder shall provide three references if available of government agencies and/or private firms for whom they have provided the services in this RFP on a contract basis during the last two years:

**Reference #1**

Agency or Firm Name	
Business Address	
Mailing Address	
Contact Person	
Telephone	

**Reference #2**

Agency or Firm Name	
Business Address	
Mailing Address	
Contact Person	
Telephone	

**Reference #3**

Agency or Firm Name	
Business Address	
Mailing Address	
Contact Person	
Telephone	

**BUSINESS INFORMATION**

Date Business Established: \_\_\_\_\_

Check one:

- ☐ Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ LLC

Enter your company's income (gross) from the beginning of its fiscal year to the time of this submission.

Fiscal Year Income: \$ \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_  
(Date) (Date)

Indicate whether any of the following apply to your firm:

Minority-owned business: At least 51 percent of which is owned and controlled by minority group members.

☐ Yes ☐ No

Indicate specific minority group:

- \_\_\_\_\_ Black
- \_\_\_\_\_ Hispanic (Mexican, Puerto Rican, Cuban, Central or S. American, other Spanish origin)
- \_\_\_\_\_ Asian (including Pacific Islander)
- \_\_\_\_\_ American Indian (including Alaskan native)

Female Owned: At least 51% owned and controlled by a Female

☐ Yes ☐ No

Physically Handicapped Owned: At least 51% owned and controlled by a physically handicapped person)

☐ Yes ☐ No

**LIST OF MB & WB SUBCONTRACTORS**

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE and/or WBE subcontractor, and these prices will be used to determine the percentage of the MBE and/or WBE participation in the contract.

\*\* Dollar Volume of MBE Subcontractor \$ \_\_\_\_\_

MBE Percentage of Total Contract Bid Price \_\_\_\_\_ %

\*\* Dollar Volume of WBE Subcontractor \$ \_\_\_\_\_

WBE Percentage of Total Contract Bid Price \_\_\_\_\_ %

\*\* Must have entry even if figure to be entered is zero.

**This form must be completed in order for the Bid to be considered responsive and be publicly read.**

**Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.**

**LIST OF EQUIPMENT**

LINE ITEM	QTY	DESCRIPTION	YEAR MODEL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

*NOTE: CONTRACTOR MAY USE ADDITIONAL SHEETS AS NECESSARY*

**EXECUTION OF BID****NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****CORPORATION**

The bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. §133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**


---

Full name of Corporation

---

Address as Prequalified

Attest \_\_\_\_\_ By \_\_\_\_\_  
 Secretary/Assistant Secretary President/Vice President/Assistant Vice President  
*(Select appropriate title)* *(Select appropriate title)*

---

Print or type Signer's name

---

Print or type Signer's name

**CORPORATE SEAL**



**EXECUTION OF BID****NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****PARTNERSHIP**

The bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full Name of Partnership

---

Address as Prequalified

---

Signature of Witness

---

Signature of Partner

---

Print or Type Signer's Name

---

Print or Type Signer's Name

**EXECUTION OF BID****NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****LIMITED LIABILITY COMPANY**

The bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full Name of Firm

---

Address as Prequalified

---

Signature of Witness

---

Signature of Member/Manager/Authorized Agent  
(*Select appropriate Title*)

---

Print or Type Signer's Name

---

Print or Type Signer's Name

**EXECUTION OF BID  
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION  
JOINT VENTURE (2) or (3)**

The bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	Name of Joint Venture
(2)	Name of Contractor
	Address as Prequalified
	BY
Signature of Witness or Attest	Signature of Contractor
Print or Type Signer's Name	Print or Type Signer's Name
<i>If Corporation, affix Corporate Seal</i>	AND
(3)	Name of Contractor
	Address as Prequalified
	BY
Signature of Witness or Attest	Signature of Contractor
Print or Type Signer's Name	Print or Type Signer's Name
<i>If Corporation, affix Corporate Seal</i>	AND
(4)	Name of Contractor
	Address as Prequalified
	BY
Signature of Witness or Attest	Signature of Contractor
Print or Type Signer's Name	Print or Type Signer's Name
<i>If Corporation, affix Corporate Seal</i>	

**EXECUTION OF BID****NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Bidder

\_\_\_\_\_  
Individual Name

Trading and Doing Business As

\_\_\_\_\_  
Full name of Firm\_\_\_\_\_  
Address as Prequalified\_\_\_\_\_  
Signature of Witness\_\_\_\_\_  
Signature of Bidder, Individual\_\_\_\_\_  
Print or Type Signer's Name\_\_\_\_\_  
Print or Type Signer's Name

**EXECUTION OF BID****NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Bidder

---

Print or Type Name

---

Address as Prequalified

---

Signature of Bidder, Individually

---

Print or type Signer's Name

---

Signature of Witness

---

Print or type Signer's name

**DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER**

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

**DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

**CHECKLIST FOR BIDDER**

This checklist has been provided for your benefit to assist you in completing your Bid Submittal Package to help ensure that all necessary items have been completed.

- ☐ Identification Number
- ☐ Bid Proposal Package
- ☐ Three References
- ☐ Business Information
- ☐ Execution of Proposal
- ☐ Non-Collusion Affidavit and Debarment Certification appropriate for your business
- ☐ List of MB & WB Subcontractors
- ☐ List of equipment that your firm rents and/or owns
- ☐ Addendum(s), if applicable
- ☐ Bid Submittal Package including one (1) signed original and two (2) signed copies

**YOU MUST BE PRE-QUALIFIED TO BID AS A PRIME CONTRACTOR!**  
**SEE PROJECT SPECIAL PROVISIONS FOR FURTHER INSTRUCTION.**

**End of bid submittal package!**